



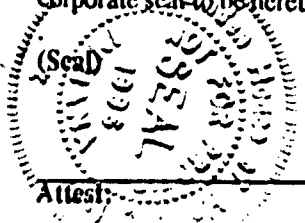
covenants hereby created.

6. **Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce perfor-

mance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.

7. **Severability.** The invalidity, in whole or in part, of any of the provisions set forth above shall not affect or invalidate any remaining provisions.

In Witness Whereof, HUD and the Owner by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 29th day of October, 1997



Attest:

Name of Owner: The Linden House of Hobart, Inc.

*K. Marlena Lagina*  
Secretary: K. Marlena Lagina, Secretary

By: (President) Allen J. Smart, President

*Allen J. Smart*

United States of America Secretary of Housing and Urban Development

By: *William J. Bennett*

Title:

State or )  
County of Macon )

ss:

Before me, Daniel J. Adams, a Notary Public in and for said State,  
on this 29 day of October, 1997,  
personally appeared Ms. Jewell,  
who is personally well known to me to be the Chief Asset Mgt., of HUD, and the person who executed  
the foregoing instrument by virtue of the authority vested in him by section 202 of the Housing Act of 1959 or section 811 of the National  
Affordable Housing Act, and I having first made known to him the contents thereof, he did acknowledge the signing thereof to be a free and  
voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set  
forth.

Witness my hand and official seal this 29 day of October, 1997.

(Seal)  
Daniel J. Adams (Notary Public)  
My commission expires 11/12/00, 192000.

State or IL )  
County of COOK )

ss:

On this 29 day of October, 1997, before me residing therein, duly commissioned and sworn,  
personally appeared Marlena Lagina, a Notary Public in and for said county and State, proved to me  
on the basis of satisfactory evidence to be the Secretary of The Linden House of Hobart, Inc., that  
executed the within instrument and acknowledged to me that such She executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.  
(Seal)

Shawn S. Magee (Notary Public)  
My commission expires \_\_\_\_\_, 19\_\_\_\_.



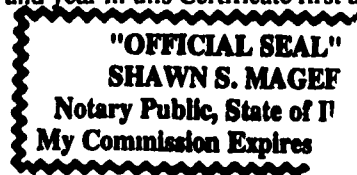
State or IL )  
County of COOK )

ss:

On this 29 day of October, 1997, before me residing therein, duly commissioned and sworn,  
personally appeared Allen J. Smart, a Notary Public in and for said county and State, proved to me  
on the basis of satisfactory evidence to be the President of The Linden House of Hobart, Inc., that  
executed the within instrument and acknowledged to me that such he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.  
(Seal)

Shawn S. Magee (Notary Public)  
My commission expires \_\_\_\_\_, 19\_\_\_\_.



**EXHIBIT A**

**PROPERTY DESCRIPTION  
HOBART SENIOR HOUSING**

PARCEL 1: (Fee Simple)

- Lot 1 in St. Mary Medical Center Campus, as shown in Plat Book 83, page 31, Lake County, Indiana.

Parcel II: (Non-Exclusive Easement Rights for vehicular and pedestrian ingress, egress and access)

Part of the north half of the Southeast Quarter of Section 6, Township 35 North, Range 7 west of the second principal meridian in the City of Hobart, Lake County, Indiana, more particularly described as follows:

Commencing at the southwest corner of the northeast quarter of the southeast quarter of said section 6, Township 35 North, Range 7 West; thence proceed north 00 degrees 04 minutes 41 seconds west along the west line of the northeast quarter of the southeast quarter of said section 6 a distance of 30 feet to the POINT OF BEGINNING which point is on the north right-of-way line of 61st Street (Bracken Road); thence proceed south 89 degrees 07 minutes 00 seconds east along said north right-of-way line 35.00 feet; thence proceed north 00 degrees 04 minutes 41 seconds west 1291.58 feet to the south right-of-way line of 14th Street; thence proceed north 85 degrees 48 minutes 49 seconds west along said south right-of-way line 65.18 feet thence proceed south 00 degrees 04 minutes 41 seconds east 1296.71 feet to the north right-of-way line 61st Street (Bracken Road) thence proceed north 88 degrees 15 minutes 10 seconds east along said north right-of-way line 30.01 feet to the point of beginning.