LAWYERS TITLE INS. CORP. ONE PROFESSIONAL CENTER SUITE 215

Capital Advance Program

CROWN POINT, IN 46307
U.S. and Office Of

For Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act U.S. Department of Housing and Urban Development Office of Housing God A Housing Softmissioner STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

97 OCT 39 /1111: 05 OMB Approval No. 2502-0470 (exp. 12/31/93)

Public Reporting Burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0470), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

This Agreement made the 29th day of	October	.1997	, by and between the United States of America.					
Secretary of Housing and Urban Development and The Linden House of Hobart,	(hereinafter called "HUI)")						
private nonprofit corporation, organized and c		ic of the laws of	, 4					
the State of Indiana	(hereir	nafter called the "Ow	ner"), provides as follows:					
Whereas, the Owner and HUD have entered into a Capital Advance Agreement to assist in financing a rental housing project to house elderly persons or persons with disabilities, (hereinafter called "persons"), in accordance with Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act, and the applicable regulations;								
Whereas, HUD through the Capital Advance project number 073-EE058-NP-WAH dated October 29, 1997 was recorded in the Recorder's	financed with a Note and and covering real pro	Mortgage (Deed of a perty as described in	Trust).					
as Instrument, Bo	ok	, Page	;					
Whereas, The Project is subject to a Regulatory Agreement, dated October 29, 1997 and recorded on								
in the Recorder's Office of document number		County as						
document number	, Book	, Page						
Whereas, pursuant to section 202 of the Housing projects) and the corresponding regulations, in e payments, the Owner has agreed to continue to not less than 40 years from <u>December 1</u> ,	xchange for HUD's agreen operate the Project only a	nent to provide capital s rental housing for ve	advance financing and project rental assistance ery-low income elderly or disabled persons for					

Now Therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows:

- 1. Definitions. All terms used in this Agreement have the same meaning as set forth in the definitions in 24 CFR Part 889 or 890.
- 2. Term. This Agreement shall remain in effect for not less than 40 years from <u>December 1, 1998</u>, unless otherwise approved by HUD.
- 3. Use Restriction. The Project shall be used solely as rental housing for very-low income elderly or disabled persons.
- 4. Transfer. HUD has been granted and is possessed of an interest in the above described Project such that the Owner shall remain seized of the title to said property andrefrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof without the release of said covenants by HUD. The Owner has constituted HUD as its attorney-in-fact to transfer the project to another private nonprofit corporation in
- the event of default under the Capital Advance Agreement or the Regulatory Agreement. The Owner may transfer the Project during the term of this Agreement only with the prior written approval of HUD, and any such grantee shall assume the obligations under this Agreement as a condition of any transfer. In any event, this Agreement shall be binding upon the Owner's successors and assigns.
- 5. Release. The endorsement by a duly authorized officer of HUD(1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the Project, or (2) upon any instrument of conveyance of dedication of property, or any interest therein, for use as streets alleys, or other public rights-of-way, or for the establishment operation and maintenance of public utilities, or (3) upon an instrument transferring or conveying an interest therein, or (4 upon any instrument of release made by the Owner of the Project shall be effective to release such property from the restrictive

6.	covenants hereby created. 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 performent.	r 7.	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. Severability. The invalidity, in whole or in part, of any of the provisions set forth above shall not affect or invalidate any remaining provisions.
	Witness Waereof, HUD and the Owner by its officers thereunto apporate seal-to be hereunto affixed and attested this 29th	duly a	nuthorized has caused these presents to be signed in its name and it day of October , 1997
(S			
Ai	lest;		
	K mailera La Gina		orowner: The Linden House of Hobart, Inc.
Sec	Cretary: K. Marlena Lagina, Secretary	By: (F	President) Allen J. Smart, President
			D. J. Smot
Uı	nited States of America Secretary of Housing and Urban Develo	pmen	
Ву:	Machinell	1 11	16:

•				
State or)		
County of maxion)	ss:	
)		
on this <u>29</u> day of <u>Octobe</u> personally appeared <u>M.5</u> who is personally well known to me to the foregoing instrument by virtue of Affordable Housing Act, and I having voluntary act and done on behalf of to forth.	Secret o be the <u>Chief Ac</u> f the authority vested in him le g first made known to him the	by section 202 of the contents thereof, he	Housing Act of 1959 or section did acknowledge the signing to	on 811 of the National thereof to be a free and
Witness my hand and official seal the	is <u>29</u> day of <u>Oc</u>	tober	, 19 <u><i>97</i></u> .	:
(Seal) My commission expires / 11/1	2/00 .19 2000	_ (Notary Public) 2.		
State or)		······································
County of Cook	•)	ss:	•
	•)		
On this day of Manles on the basis of satisfactory evidence executed the within instrument and a	to be the Secretary of	the Unden	re me residing therein, duly con Public in and for said county of Invector Hubart, la	
In Witness Whereof, I have hereunto (Seal) My commission expires	set my hand and affixed my	official seal the day(Notary Pul.	"OFFICIAL SEA SHAWN S. MAG	L" EE [Illinois
State or (U)		
County of COOV)	ss:	
)		
On this 2 day of Octobe personally appeared Allen J. on the basis of satisfactory evidence executed the within instrument and a	Smart to be the President ofT	, a Notary he Linden House	re me residing therein, duly con Public in and for said county a e of Hobart, Inc.	and State, proved to me
In Witness Whereof, I have hercunto (Seal) My commission expires	set my hand and affixed my	official seal the day (Notary Public)	"OFFICIAL SEAI SHAWN S. MAGE Notary Public, State of My Commission Expires	J'' OF IT
				form HUD-90163-C/

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.