DATE: May 16, 2000

## HOMEBUYER ASSISTANCE PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned (hereafter the BORROWER), promises to pay to the order of the Lake County Community Economic Development Department (hereafter the LENDER) or its successors, the principal sum of <u>Five Thousand and 00/100 Dollars</u>, (\$5,000.00)payable at:

LAKE COUNTY COMMUNITY ECONOMIC
DEVELOPMENT DEPARTMENT
2293 NORTH MAIN STREET
CROWN POINT, IN 46307

or at such other place as may be designated by the LENDER.

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This Document is the property of

This Note evidences a loan by the LENDER to the BORROWER for the exclusive purpose of purchasing one dwelling unit occupied by the owner, located at: 6056 Virginia Street, Merrillville, IN 46410 and legally described as:

Parcel 36-1 BEING A PART OF Phase "L" of Lot 1 in Old Airport Addition, as per plat thereof, recorded in Plat Book 38, page 99, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of Lot 1; thence South 89 degrees 44 minutes 50 seconds East along the South line of said Lot 1 a distance of 1022.15 feet; thence North 00 degrees 03 minutes 10 seconds East a distance of 260.50 feet; thence North 89 degrees 56 minutes 50 seconds West a distance of 31.40 feet to the point of beginning; thence continuing North 89 degrees 56 minutes 50 seconds West a distance of 45.00 feet; thence North 00 degrees 03 minutes 10 seconds East a distance of 29.33 feet; thence South 89 degrees 56 minutes 50 seconds East a distance of 45.00 feet; thence South 00 degrees 03 minutes 10 seconds West a distance of 29.33 feet to the point of beginning.

## (hereafter, the PROPERTY)

This Note is secured by a Homebuyer Assistance Mortgage of even date herewith in favor of the LENDER, as beneficiary, on the above referenced PROPERTY.

The term of this Note shall be until the balance due is paid in full, and is for the period ending on the 1<sup>st</sup> day of the month, first occurring five (5) years from the date of this Note. Unless prepaid, this Note shall be satisfied and released by the LENDER on the 1<sup>st</sup> day of **June**, 2005. \*The anniversary of this Note shall begin on the date of this Note.

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 twenty percent (20%) 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 three percent (3%) interest per annum shall become immediately due immediately; and PROVIDED FURTHER that in the instance of default be the conversion of any part or all of said unit to commercial, industrial, or rental use, or cooperative ownership, then the full initial amount of the loan plus three percent (3%) interest per annum shall be due immediately. PROVIDED FURTHER, that if there be any default in the payment of principal or interest due on any Note or Mortgage or any encumbrance against the real estate herein, then the unpaid and remaining balance plus three percent (3%) interest per annum shall become immediately due and payable. Any sale of this property prior to five (5) years from the date of this Note will constitute a default by the BORROWER, and will make the remaining principal balance plus three percent (3%) interest per annum due in full.

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The loan evidenced by this Note may be assigned and/or assumed only by written agreement with the Lake County Community Economic 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.

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:

LAKE COUNTY COMMUNITY ECONOMIC

DEVELOPMENT DEPARTMENT 2293 NORTH MAIN STREET CROWN POINT, IN 46307

The BORROWER:

This Document is the property of

the Islianon MITWITD Recorder!

6056 Virginia Street Merrillville, Indiana 46410

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 assignee or successor 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 the interest due on the remaining balance.

If suit is instituted by the Lake County Community Economic Development Department on this Note, the BORROWER agrees to pay all costs of such collections, including reasonable attorney 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'S own cost.

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

May 16, 2000 Date	Sharin M. Tuits BORROWER
Date	BORROWER
May 16, 2000 Date	LENDER'S DESIGNEE

STATE OF INDIANA

SS:

**COUNTY OF LAKE** 

This foregoing instrument was acknowledged before me this 16th day of May, 2000.

My Commission Expires:

WANDAS STEVENS
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 16,2008

NOTARY PUBLIC AND FOR
THE STATE OF INDIANA, COUNTY OF LAKE

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