

Subject to:

- a. the lien of current real estate taxes, if any,
- b. liens, covenants and restrictions of the Hammond Redevelopment Commission's Resubdivision of the Maywood Addition of Block 5 in the City of Hammond adopted the 15th day of April, 1988.

AND, the Grantor covenants that it will convey title of the property hereby conveyed, PROVIDED, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and FIFTH, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds himself and his successors, assigns, grantees and lessees forever to these covenants and conditions, which covenants and conditions are as follows:

FIRST, the Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or approved modifications thereof;

SECOND: The Grantee shall pay real estate taxes or assessments on the property hereby conveyed, or any part thereof, when due, and shall not place thereon any encumbrance or lien other than for temporary and permanent financing or construction of the Improvements on the property hereby conveyed as provided for in the Construction Plans, approved by the Grantor in accordance with Section 5 of the Contract for Sale of Land for Private Redevelopment dated the 29th day of November, 1999, between the parties hereto (hereinafter referred to as the "Contract of Sale"), and for additional funds, if any, in an amount not to exceed the consideration herein specified, and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee have been completed;

THIRD: The Grantee shall commence promptly the construction of the aforesaid Improvements on the property hereby conveyed in accordance with the said Construction Plans, and shall prosecute diligently the construction of said Improvements to completion; PROVIDED that in any event construction shall commence within six (6) months from the date of this Deed and shall be completed within twenty-four (24) months from the date of the Contract for Sale of Land for Private Redevelopment;

FOURTH: Until the Grantor certifies that all the aforesaid Improvements specified to be done and made by the Grantee has been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor, except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed, and except as security for obtaining financing permitted by this Deed, there shall be no transfer and the Grantee shall not permit any transfer by any party owing ten (10%) percent or more of the stock of the Grantee, of such stock, nor shall there be or be suffered to be by the Grantee, any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Grantee or the degree thereof, by any other method or means,

including but not limited to increased capitalization, merger, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise;

FIFTH: The Grantee agrees for himself and any successor in interest not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property hereby conveyed or any part thereof, or of any Improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on the 40th annual anniversary from date of recording of Urban Renewal Plan. The covenants and agreements contained in covenants numbered SECOND, THIRD and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided, except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from his obligation to pay real estate taxes or assessments on the property hereby conveyed, or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitations as to time.

In case of the breach or violation of any one of the covenants numbered SECOND, THIRD and FOURTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within sixty (60) days after written demand by the Grantor so to do with respect to covenant numbered FOURTH, and three (3) months after written demand by the Grantor so to do with respect to covenants numbered SECOND and THIRD (PROVIDED that a breach or violation with respect to the portion of covenant numbered THIRD dealing with the completion of the Improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor so to do), or any further extension thereof that may be granted by the Grantor in writing in its sole discretion, then all real estate conveyed under this Deed shall cease and determine, and title in fee simple to the same shall revert to and become revested in the Grantor, or its

successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, his successors or assigns, shall be entitled to any way of right enter upon and take possession of said property, PROVIDED that any such revesting of title to the Grantor:

1. Shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way

(i) The lien of any Mortgage or Deed of Trust permitted by this Deed; and

(ii) any rights or interests provided in the Contract of Sale for the protection of the Trustees of any such Deed of Trust or the holders of any such Mortgage; and

2. In the event that title to the said property or part thereof shall revest in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided), as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the Improvements in their stead as shall be satisfactory to the Grantor, and in accordance with the uses specified for the above-described property or any part thereof in the Urban Renewal Plan. Upon such resale of the property the proceeds therefrom shall be applied:

First: to reimburse the Grantor, for all costs and expenses incurred by the Grantor, including but not limited to salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any amount derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, his successors or

and completion of the Improvements have been fully satisfied, the Grantor shall, forthwith issue its certification, and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements of any part thereof.

The certification provided for in the paragraph next above shall be in such form as will enable it to be recorded in the proper office for recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in what respects the Grantee has failed to duly complete said Improvements and what measures or acts will be necessary in the opinion of the Grantor for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Deed on its part have been complied with and that all things necessary to constitute this Deed as its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies the same by Grantee's acceptance and receipt of this Deed.

IN TESTIMONY WHEREOF, the said City of Hammond, Indiana by and through its Hammond Redevelopment Commission, has caused these presents to be signed in its name on the 29th day of November, 1999, by James Davis, Sr., its President, and attested by Ruben Roque, its Secretary.

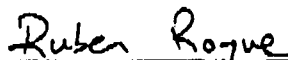
CITY OF HAMMOND, INDIANA by and
through its Hammond Redevelopment
Commission

BY:



JAMES DAVIS, SR.
President

ATTEST:



RUBEN ROQUE, Secretary

