

2000-063067

~~2000-024286~~

**SMORTGAGENA**  
LAKE COUNTY

Washington Place Housing Development, LLC, a limited liability company, organized under the laws of the State of Indiana having an address at C/O Mike Pannos, 8101 Polo Club Dr., Suite D, Merrillville, Indiana 46410 ("Mortgagor"), for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, mortgages and warrants to NATIONAL CITY COMMUNITY DEVELOPMENT CORPORATION, DBA National City Bank of Indiana, Community Development Association, an Ohio corporation having an address at National City Center, 101 West Washington Street, Suite 400 East, Indianapolis, Marion County, Indiana 46255 ("Mortgagee"), the real property described on Exhibit A attached hereto and made a part hereof by this reference, together with all privileges and appurtenances and all rents, issues and profits thereof (collectively, the "Property").

Mortgagor covenants with Mortgagee and its assigns and successors, that Mortgagor is lawfully seized in fee simple of the Property; that the Property is free from all encumbrances except those, if any, listed on Exhibit B attached hereto and made a part hereof by this reference; that Mortgagor has good right to sell and convey the same; and that Mortgagor does warrant and will defend the same to Mortgagee and its assigns and successors, forever, against the lawful claims and demands of all persons.

This Mortgage is given to secure the performance, by Mortgagor, which is the general partner of Washington Place Limited Partnership, an Indiana limited partnership (the "Partnership"), of all of its obligations as general partner under and pursuant to the Limited Partnership Agreement (as from time to time amended, the "Partnership Agreement") of the Partnership, including but not limited to those which pertain to the distribution of partnership revenues under and accordance with Article 3 of the Partnership Agreement, all without relief from valuation and appraisal laws. The total obligations secured hereby, exclusive of the interest thereon, shall not exceed the maximum amount specified in this Mortgage which is One Hundred Nine Thousand Two Hundred Ten and NO/100ths Dollars (\$109,210.00). The obligations secured hereby mature three (3) years after the filing date of the Certificate of Limited Partnership for the Partnership unless extended pursuant to the terms of the Partnership Agreement.

Provided, nevertheless, except as otherwise specifically stated in this Mortgage, that if Mortgagor or its assigns or successors, shall pay and perform all other obligations secured by this Mortgage, and shall perform the condition of any prior mortgage, and until such payment and performance shall pay when due and payable all taxes and assessments on the Property, shall keep the buildings on the Property insured against fire and other hazards commonly known as "Extended Coverage Risks" in a sum not less than the amount secured by this Mortgage for the benefit of Mortgagee and its assigns and successors, in a company or companies authorized to write insurance business in the state in which the Property is located and acceptable to Mortgagee, shall pay all premiums therefor, and deliver certificates evidencing all policies therefor to Mortgagee or its assigns or successors, and, at least two days before the expiration of any such policy on the Property, shall deliver to Mortgagee or its assigns or successors a new and sufficient policy to take the place of the one so expiring; and shall not commit or suffer any waste of the Property or any breach of any covenant contained in this Mortgage or in any prior mortgage, then this Mortgage shall be void.

Re-recording to correct legal.

F 31225

HOLD FOR FIRST AMERICAN TITLE

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If Mortgagor or its assigns or successors shall sell, transfer or otherwise dispose of the Property, or any part thereof, to anyone other than the Partnership, then, at the option of Mortgagee, the entire indebtedness hereby secured, together with all accrued interest, shall be immediately due and payable without notice or demand. Notwithstanding the foregoing, if there shall then be no event of default hereunder or in respect of the obligations secured hereby, Mortgagee shall (and by its acceptance hereof agrees to), promptly after its receipt of Mortgagor's request therefor, execute and deliver a partial release of the lien and operation of this Mortgage with respect to any Unit (as such term is defined in the Partnership Agreement) comprised within the Property to be sold to a third party, provided that Mortgagor shall, concurrently with Mortgagee's execution of each such partial release, cause Mortgagee to be paid the amount to which Mortgagee is entitled under the Partnership Agreement by reason of the sale of such Unit.

This mortgage shall be subordinate to the lien of any mortgage granted to secure financing of the Project (as defined in the Partnership Agreement) (a "Superior Mortgage") as contemplated and permitted by the Partnership Agreement, and Mortgagee agrees to execute and deliver such subordination agreements as may be requested by Mortgagor or a mortgagee of a Superior Mortgage to evidence such subordination.

IN WITNESS WHEREOF, a duly authorized officer of Mortgagor has executed this Mortgage as of March 29, 2000.

WASHINGTON PLACE HOUSING DEVELOPMENT, LLC, an Indiana limited liability company

By: 

Printed: Michael A. Pannos

Title: Member of Washington Square, LLC,  
the sole member of Washington Place  
Housing Development, LLC

STATE OF INDIANA )  
 ) SS.  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Michael A. Pannos, a member of Washington Square LLC, the sole member of Washington Place Housing Development, LLC, an Indiana limited liability company, Mortgagor aforesaid, who acknowledged the execution of the foregoing mortgage for and on behalf of such limited liability company.

IN TESTIMONY, I set my hand and official seal, this 21<sup>st</sup> day of March, 2000.

Cheyld Crughan  
Notary Public  
This Document is the property of  
the Lake County Recorder!



This instrument was prepared by Mortgagee,  
whose address is set forth in the first paragraph  
hereof.

My Commission Expires October 28, 2007  
My County of Residence Marion



Exhibit A

LEGAL DESCRIPTION

Lot 23, Washington Square Subdivision in the City of East Chicago, as per plat thereof, recorded in Plat Book ~~89~~ page 95 in the Office of the Recorder, Lake County, Indiana.

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Exhibit B

PERMITTED ENCUMBRANCES

See attached.



FIRST AMERICAN TITLE INSURANCE COMPANY  
5265 COMMERCE DRIVE SUITE E, CROWN POINT, IN 46307,

**ALTA Commitment  
Schedule B**

File No.: F31225

Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

1. Taxes for the Year 1999 payable 2000 and subsequent years are not yet due and payable.
2. The real estate is listed as non-taxable for the year 1998 payable 1999 because title to the land was vested in the City of East Chicago. (Key Nos. 30-476-1 and 30-477-1) (Unit No. 24)

1999 assessed valuation: Land & improvements: \$58,900.00.

Exemptions: None

(Affects the land and other real estate. According to the plat of subdivision, future taxes will be assessed under Key No. 30-635-23, Unit No. 24).

3. Special Assessments which are not shown as existing liens by the public records.
4. Covenants, conditions, restrictions, utility and drainage easements and setback lines and any amendments thereto as disclosed on the recorded plat of subdivision.

Note: The document contains no provisions for a reversion of title due to a violation of said restrictions. We delete any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

5. Deed of Dedication recorded January 14, 2000 as Document No. 2000-002972.

