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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 048218

2005 JUN 10 PM 3:35

MICHAEL A. FROWN
RECORDER

MORTGAGE

Washington Manor, LP. a partnership organized under the laws of Indiana having an address at 2074 Adams Street, Gary, Indiana 46407 ("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, 110 W. Berry Street, 8th Floor, Fort Wayne, Allen County, IN 46802, ("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 Broadway Area CDC (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 twenty-one thousand and 0/100ths Dollars (\$121,000). 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 unto Mortgagee or its assigns or successors, the

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principal and interest secured by this Mortgage, and shall 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.

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.

IN WITNESS WHEREOF, a duly authorized officer of Mortgagor has executed this Mortgage as of 6/10, 2005.

Signed and acknowledged
in the presence of:

Rachel Equihua
Print Witness Name: RACHEL EQUIHUA

Derrick K. Hayes
Print Witness Name: DERICK K. HAYES

Washington Manor, LP
By: Broadway Area CDC

By: Vernita Leslie (SEAL)
Printed Name: Vernita Leslie
Title: Executive Director



STATE OF INDIANA)
) SS.
COUNTY OF Lake)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Vernita Leslie, the Executive Director of Broadway Area CDC, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation by authority of the Board of Directors, and that the same is his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY, I set my hand and official seal, this 10th day of June, 2005.

Alexandra Mitchell
Notary Public

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

My Commission Expires July 11, 2011

My County of Residence Lake



Exhibit A

LEGAL DESCRIPTION

Lot 22 in Washington Manor – Unit 1, as per plat thereof, recorded Plat Book 90, Page 65 in the Office of the Recorder of Lake County, Indiana; commonly known as 2084 Adams Street, Gary, IN 46407



Exhibit B

PERMITTED ENCUMBRANCES

