

2015 063422

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 SEP 15 PM 2:27

MICHAEL B. BROWN
RECORDER

**HARDEST HIT FUND
BLIGHT ELIMINATION PROGRAM
INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE**

THIS INSTRUMENT ("Mortgage") WITNESSES: That THE CITY OF GARY REDEVELOPMENT COMMISSION of 839 Broadway, Suite 200, Gary, Indiana 46402 ("Mortgagor"), of the State of Indiana, hereby MORTGAGES and WARRANTS to INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY ("Mortgagee"), with the address of 30 South Meridian Street, Suite 1000, Indianapolis, Indiana 46204, the real estate and improvements located at 979 ELLSWORTH STREET ("Real Estate") located in Gary, Lake County, State of Indiana, more particularly described as:

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LAKE & LANES ADD. L.45 BL.3 L.46 BL.3

together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Real Estate, and all the rents, issues, income and profits thereof (collectively, the "Mortgaged Property").

This Mortgage is given to secure performance of the provisions hereof and to secure payment of a certain promissory note (the "Note") of even date herewith, executed and delivered by Mortgagor in the amount not to exceed (\$25,000.00). This Mortgage may secure amounts advanced to or for Borrower after this Mortgage is recorded, but the maximum indebtedness secured by this Mortgage shall not exceed the amount of the Note.

Mortgagor covenants with Mortgagee as follows:

- 1. Payment of Sums Due.** Mortgagor shall pay when due all indebtedness secured by this Mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this Mortgage, as when the payment(s) thereof become due, all without relief from valuation and appraisal laws and with attorneys' fees.

**THIS INSTRUMENT SECURES A ZERO (0) INTEREST RATE OR OTHER
SUBSIDIZED LOW RATE LOAN SUBJECT TO IC 24-9-3-2**

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2. **No Liens.** Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Property or any part thereof for more than 45 days after receiving notice thereof from Mortgagee or lien holder.

3. **Repair of Mortgaged Premises; Insurance.** Mortgagor shall maintain the Mortgaged Property good repair, where applicable, and shall not commit waste thereon. Mortgagor or <<applicant>> shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to Mortgagee against loss, damage to, or destruction of the Mortgaged Property because of fire, windstorm or other such hazards in such amounts as Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to Mortgagee and Mortgagor as their respective interests may appear. Upon request, all such policies of insurance shall be delivered to and retained by the Mortgagee until indebtedness secured hereby is fully paid.

4. **Taxes and Assessments.** Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Property, or any part thereof, as and when the same become due and before penalties accrue.

5. **Advancement to Protect Security.** Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage. All sums so advanced and paid by Mortgagee shall become part of the indebtedness secured hereby. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Property, or any part thereof, and all costs, expenses and attorneys' fees incurred by Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Property.

6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenants or agreement of Mortgagor hereunder or in the Note, that certain Blight Elimination Recipient Program Agreement by and between [the Mortgagor and Mortgagee], or any other mortgage applicable to the Mortgaged Property, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Upon such foreclosure, Mortgagee may obtain appropriate title evidence to the Mortgaged Property, and may add the cost thereof to the principal balance due.

7. **Non-Waiver; Remedies Cumulative.** Time is of the essence. No delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude

the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** Mortgagee may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes thereafter, without consent of any junior lien holder, and without the consent of Mortgagor, no such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee.

9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, and permitted assigns of the parties to this Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

If the Mortgaged Property is sold or otherwise transferred by the undersigned, net sales proceeds from the sale of transfer would be due and payable to IHCD.

If the Mortgaged Property is ever held or used by Mortgagor for a purpose other than the end use stipulated in the Blight Elimination Program Recipient & Program Partner Application ("Application") submitted to Mortgagee by CITY OF GARY, INDIANA ("Applicant") without the written consent of Mortgagee or if Mortgagor fails to facilitate the end use set forth in the Application, then, notwithstanding the foregoing, any and all amounts outstanding and due immediately to Mortgagee under the Note, shall be due and payable to Mortgagee upon such occurrence.

The signatory for the Borrower represents that he/she has been duly authorized by the Borrower to execute this Mortgage on behalf of the Borrower and has obtained all necessary or applicable approvals to make this Mortgage and the associated Note fully binding upon the Borrower when his/her signature is affixed to this Mortgage.

10. **Governing Law.** This Mortgage is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Indiana. This Mortgage may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

11. **Assignment.** Mortgagee may at any time assign its rights in this Mortgage, and Mortgagee thereafter shall be relieved from any liability hereunder. Mortgagor may not assign its interest in this Mortgage, or any other agreement with Mortgagee or any portion thereof, either voluntarily or by operation of law, without the prior written consent of Mortgagee.

12. **Severability.** If any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and such provisions shall remain in full force and effect.

13. **Title.** Mortgagor is the lawful owner of the Mortgaged Premises, and title is vested in Mortgagor. There has been no prior assignment of any of Mortgagor's rights in the Mortgaged Premises which exist as of the date of this Mortgage.

14. **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE OF THIS MORTGAGE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS NOTE AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, Mortgagor have executed this Mortgage this 17th day of August, 2015.

Mortgagor:

CITY OF GARY REDEVELOPMENT COMMISSION

Signature

JOSEPH VAN DYK

EXECUTIVE DIRECTOR

Date



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared **Joseph van Dyk** who, being first duly sworn, acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 17th day of August, 2015.

My Commission Expires:

11-23-2016

Document is NOT OFFICIAL!
Carol Pirtle
Notary Public

Return recorded document to:

Indiana Housing & Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
ATTN: HARDEST HIT FUND
BLIGHT ELIMINATION PROGRAM

This instrument was prepared by:

Chad Michael Dickerson, Esq.
Atty. No. 2911949
for Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
ATTN: HARDEST HIT FUND

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Carol Pirtle

Name

EXHIBIT A

LEGAL DESCRIPTION

LAKE & LANES ADD. L.45 BL.3 L.46 BL.3

