

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 006470

2016 JAN 28 PM 3:26

MICHAEL B. BROWN  
RECORDER

**MORTGAGE**

THIS MORTGAGE ("Mortgage") is made and entered into this 30th day of Dec, 2015, by and among the CITY OF GARY, a municipal corporation duly organized and validly existing under the laws of Indiana ("Mortgagor"), and the UNITED STATES OF AMERICA Secretary of Housing and Urban Development, as guarantor for the Guarantee made pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended and 24 CFR Part 570, Subpart M, of the Note ("Mortgagee").

**This Document is the property of  
the Lake County Recorder!**

Whereas the Mortgagor is justly indebted to the Mortgagee to secure the payment of the principal sum of Three Million Two Hundred Fifty Thousand and No/100 Dollars (\$3,250,000.00), evidenced by Mortgagor's note (Note No. B-14-MC-0005) of even date herewith, said principal being payable as provided in said note with a final maturity of August 1, 2035, which note is identified as being secured by that certain Contract for Loan Guarantee Assistance dated 12/28 2015, entered into by and between the Mortgagor and Mortgagee (the "Note Guarantee"). The note and the Note Guarantee and all of their terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

**NOW, THEREFORE**, the Mortgagor, for the purpose of securing the payment of the principal sum of money and the performance of the covenants and agreements herein contained, does by these presents **Convey, Mortgage, and Warrant** unto Mortgagee, successors or assigns, the following-described real estate situated, lying, and being in the County of Lake, and the State of Indiana:

LOTS 10 THROUGH 31 IN BLOCK 4 IN THE PLAT OF BROADHURST, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19 PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH THE VACATED ALLEY ADJOINING SAID LOTS AND THE NORTH 1/2 OF VACATED 50TH AVENUE, LYING IMMEDIATELY SOUTH AND ADJACENT TO SAID LOTS 20 AND 21.

Commonly known as: 4948 Delaware Street, Gary, Indiana 46409.

Key/Parcel Number 45-08-34-307-009.000.004

*Handwritten:*  
4948  
M.E.  
G.C.D.

**TOGETHER** with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises; including but not limited to all gas and electric fixtures; all radiators, furnaces, heating equipment, steam and hot-water boilers, stoves and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; and all cooking apparatus: all of which apparatus, fixtures, and equipment, affixed to the realty, shall be considered real estate for the purposes hereof; and including all furnishings and improvements now or hereafter attached to or in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution therefor; together with all building materials and equipment now or hereafter delivered to said premises and installed therein;

**TO HAVE AND TO HOLD** the same premises, with the above-described appurtenances and fixtures (together hereinafter the "Mortgaged Property"), unto the said Mortgagee, successors and assigns, forever, for the purposes and uses herein set forth.

**AND SAID MORTGAGOR** covenants and agrees:

1. That it will pay the note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That upon default under the Note Guarantee, the Mortgagee, at its option, may declare the whole indebtedness secured to be due and payable;
4. That upon default Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same;
5. That at the option of the Mortgagor the principal balance secured hereby may be adjusted on terms acceptable to the Mortgagee if partial prepayment results from an award in condemnation in accordance with provisions of paragraph 7 herein;
6. That the Mortgagor will keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire and such other hazards, casualties, and contingencies, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty percent (80%) of the insurable values or not less than the principal sum of the



Mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee Clause with loss payable to the Mortgagee, as interest may appear, and upon Mortgagee's written request, shall be deposited with the Mortgagee;

That if the premises referenced herein, or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company, to the extent of the principal sum remaining, shall be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises;

7. That all awards of damages in connection with any condemnation for public use or injury to any of the Mortgaged Property are hereby assigned and shall be paid to Mortgagee, and Mortgagee is hereby authorized, in the name of the Mortgagor, to execute and deliver valid acquittance thereof and to appeal from any such award;

8. That it is lawfully seized and possessed of said real estate in fee simple and has good right to convey same;

9. To keep the Mortgaged Property in good repair, and not to do, or permit to be done, upon the Mortgaged Property, anything that may impair the value thereof, or of the security intended to be effected by the virtue of this instrument;

10. In case of the refusal or neglect of the Mortgagor to make such insurance premium payments, or to satisfy any prior lien or encumbrances, or to keep the Mortgaged Property in good repair, the Mortgagee may pay such insurance premiums, when due, and may make such repairs to the Mortgaged Property herein mortgaged as in the Mortgagee's discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this Mortgage, to be paid out of the proceeds of the sale of the Mortgaged Property, if not otherwise paid by the Mortgagor and shall be due and payable on demand;

11. That it will not voluntarily create or permit to be created against the Mortgaged Property subject to this Mortgage any lien or liens superior to the lien of this Mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any all buildings now being erected or to be erected on said premises;

12. That the improvements about to be made upon the Mortgaged Property above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of applicable fire rating or inspection organization, bureau, association, or office;

13. The Mortgagor covenants and agrees that so long as this Mortgage and the said note secured hereby are outstanding, it will not execute or file for record any instrument which

imposes a restriction upon the sale or occupancy of the Mortgaged Property on the basis of race, color, national origin, sex, familial status, handicap, age, or creed, unless permitted by the Housing Act of (1959) or the National Affordable Housing Act and the HUD regulations promulgated thereunder;

14. The Mortgagor, will pay to the Mortgagee as required, until the final maturity date, a sum equal to the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such premiums shall become due.

15. Any excess funds accumulated under the preceding paragraph remaining after payment of the insurance premiums therein mentioned shall be credited to subsequent payments of the same nature required thereunder; but if any such premiums shall exceed the estimate therefor the Mortgagor shall without demand immediately pay the deficiency. If the Mortgaged Property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under the preceding paragraph shall be credited to the principal of the Mortgage as of the date of commencement of foreclosure proceedings or as of the date the Mortgaged Property is otherwise acquired.

16. That the Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

17. That the Mortgage is a good and sufficient mortgage to the Mortgagee and the Mortgagee's successors, assigns, and administrators, with warranty from the Mortgagor (as defined in IC 32-17-1-1) and the Mortgagor's legal representatives of title in the Mortgagor and against all previous encumbrances as provided in the ALTA Loan Title Insurance Policy Number \_\_\_\_\_ on the mortgaged premises issued by Meridian Title Corporation;

18. That in the event of default in making any payment provided for herein or in the note secured hereby for a period of 30 business days after the due date thereof, then the whole of said principal sum shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this Mortgage;

19. That in case of foreclosure of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five per cent (5%) of the amount of the principal indebtedness due and outstanding, and applicable per related to the including the proceedings, costs of the foreclosure, trustees fees, and all other costs of suit, and also for all outlays of documentary evidence and the cost of a title policy for the purpose of such foreclosure;

20. That there shall be included in any decree foreclosing this Mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, solicitors', and outlays for documentary evidence and cost of the title policy; (2) All the moneys advanced by the



Mortgagee, if any, for any purpose authorized in the Mortgage; (3) All the accrued interest remaining unpaid on the note hereby secured; and (4) all the outstanding unpaid principal sum. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct and any deficiency from such sale shall be paid from the other property expressly pledged as security for the note under the Note Guarantee;

21. A reconveyance of the Mortgaged Property shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, and the payment of the sums owed under the terms of the note.

22. It is expressly agreed that no extension of time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor without the written approval of Mortgagee, which consent shall not be unreasonably withheld;

23. The Covenants Herein Contained shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties hereto. Wherever used, the singular number shall be plural, the plural the singular, and the use of any gender shall be applicable to all genders.



In Witness Whereof, the Mortgagor has caused its seal to be hereunto affixed and these presents to be signed on its behalf by its Board of Public Works and Safety and attested by its Clerk on the day and year first above written

Dated this 30th day of December, 2015.

M. Celita Green  
(Signature)  
M. Celita Green  
(Printed Name)



[Signature]  
(Signature)  
Karen Freeman-Wilson  
(Printed Name)

Lakisha Gorder  
(Signature)  
Lakisha Gorder  
(Printed Name)

[Signature]  
(Signature)  
[Blank]  
(Printed Name)

ATTEST:  
Paula Beeks  
CLERK

State of Indiana )  
 ) SS:  
County of Lake )

I, Carrie V. Perkins, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Celita Green and La' Kisha Girder, personally known to me to be the same persons whose names respectively appear as members of the Board of Public Works and Safety of The City of Gary, Indiana, subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the City's seal, and delivered the said instrument as the free and voluntary act of said City and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of Dec., 2017.

My commission expires Oct. 14, 2017

Notary Public: Carrie V. Perkins

This instrument prepared by: TyJuan Garrett, Esq on behalf of Hardwick Law Firm, LLC; P.O. Box 34110, Indianapolis, Indiana 46234

