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2019-075180

2019 Oct 31

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

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

THIS INSTRUMENT ("Mortgage") WITNESSES: That Elliott Cunningham ("*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 3806 Main Street, (Rear) East Chicago, IN 46312 ("*Real Estate*") located in Lake County, State of Indiana, more particularly described as:

PROPERTY NUMBER: 45-03-22-331-017.000-024

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LEGAL DISCRPTION ATTACHED AS "EXHIBIT A"

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 twenty-five thousand Dollars (\$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 in good repair, where applicable, and shall not commit waste thereon. Mortgagor or Applicant (defined below) 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 IHCDA.

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 East Chicago ("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. **Expiration.** The Mortgage shall expire on the same date as the expiration of the Note.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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 30TH day of October, 2019.

Mortgagor:


Signature



Elliott Cunningham

Printed

Owner

Title

Date

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

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

Witness my hand and Notarial Seal this 20th day of October, 2019.

My Commission Expires:

Sept. 26, 2026

NOT OFFICIAL!

Michelle R. Chandler
Notary Public
**This Document is the property of
the Lake County Recorder!**



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.

Wendy Blum
Name

EXHIBIT A

LOT 32, BLOCK 15, SECONDS ADDITION TO INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS SHOW IN PLAT BOOK 5, PAGE 18, IN LAKE COUNTY, INDIANA.



**INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY
BLIGHT ELIMINATION PROGRAM
DEMAND NOTE**

FOR VALUE RECEIVED Elliott Cunningham (the "Payor"), Promises to pay INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Indiana ("IHCD" or the "Payee"), whose address is 30 South Meridian Street, Suite 1000, Indianapolis, Indiana 46204, or to order, the principal sum of twenty-five thousand Dollars (\$25,000.00) in connection with property located at 3806 Main Street (Rear), East Chicago, IN 46312. Property Number: 45-03-22-331-017.000-024.

Principal shall be payable immediately UPON DEMAND by the Payee to the Payor at 30 South Meridian Street, Suite 1000, Indianapolis, Indiana 46204 or such other place as an Authorized Officer of the Payee or holder of this Note may designate in writing.

In the event of default in the payment of this Demand Note, and if the same is collected by an attorney at law, the undersigned hereby agree(s) to pay all cost of collection, including a reasonable attorney's fee.

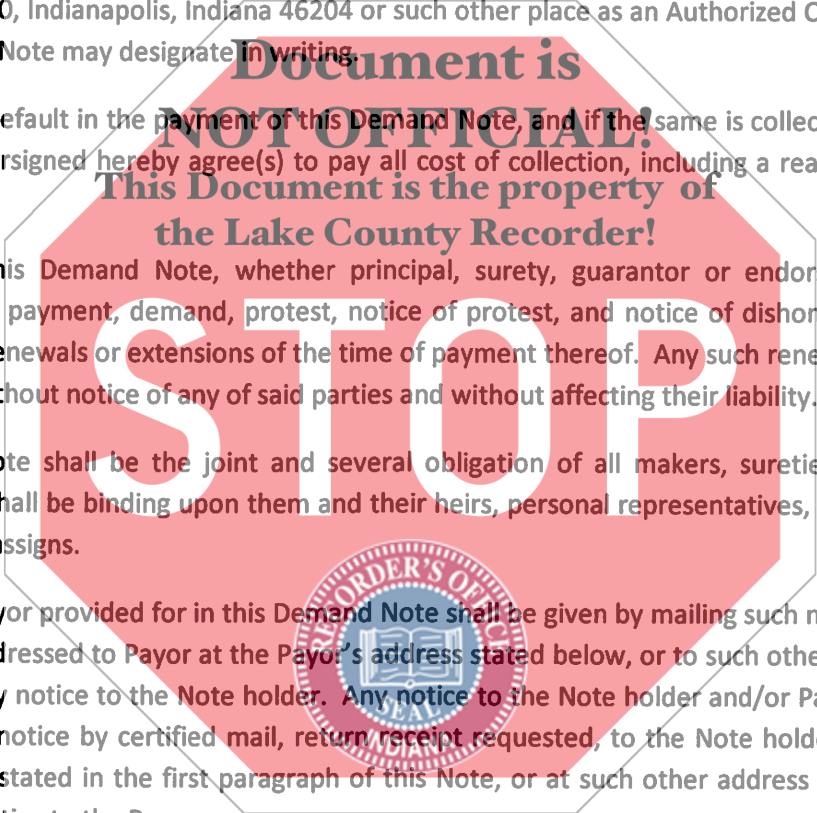
All parties to this Demand Note, whether principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor and consent to any number of renewals or extensions of the time of payment thereof. Any such renewals or extensions may be made without notice of any of said parties and without affecting their liability.

This Demand Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, personal representatives, parent companies, successors, and assigns.

Any notice to Payor provided for in this Demand Note shall be given by mailing such notice by regular or certified mail addressed to Payor at the Payor's address stated below, or to such other address as Payor may designate by notice to the Note holder. Any notice to the Note holder and/or Payee shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder or Payee at the Payee's address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to the Payor.

Upon default of making payment within ten (10) days of DEMAND, and providing this Demand Note is turned over for collection, Payor Promissor agrees to pay all reasonable legal fees and costs of collection to the extent permitted by law.

It is the intent of both the Payor and Payee that this Demand Note shall be modified by a note and mortgage using funds from the Indiana Hardest Hit Fund ("HHF") in furtherance of IHCD's Blight Elimination Program (the "BEP"). This Demand Note will remain in full force and effect until such time as the Payor executes the required loan modification documents, pursuant to the BEP, including but not limited to the BEP's note, mortgage, and other required supplemental documentation, if any (the "Loan Modification Documents"). Payee may call the Demand Note if Payor has failed to execute and return



the Loan Modification Documents to Payee at the Payee's address stated herein within thirty (30) days of the Payee's request.

Signed this 30th day of October, 2019.

PAYOR

Payor's Address: 4214 Hidalgo Lane

East Chicago, IN 46312

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[Handwritten Signature]

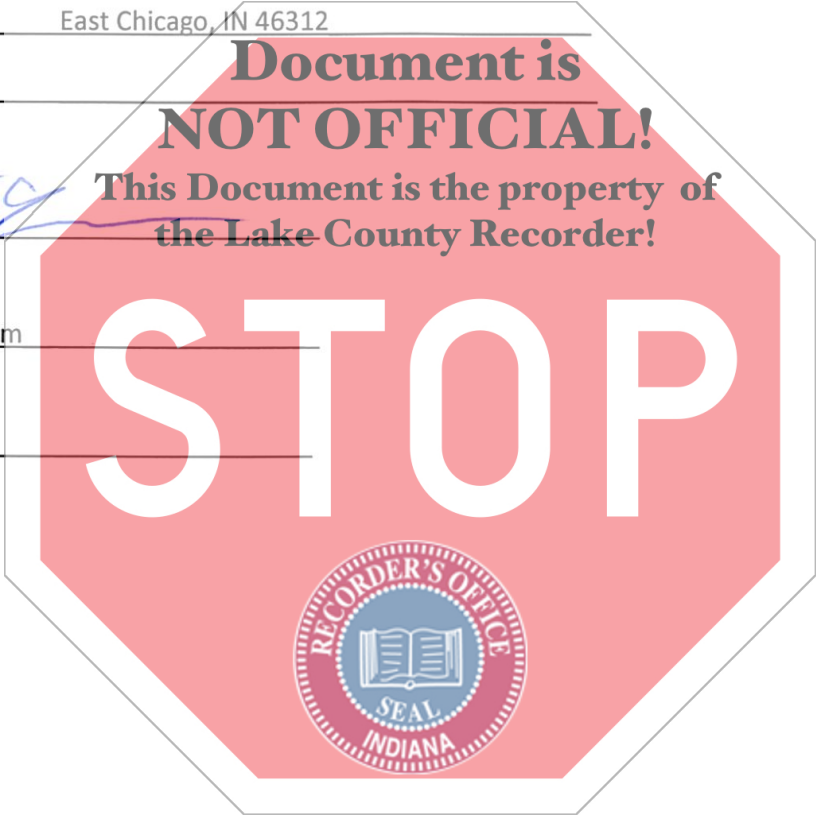
Signature

Elliott Cunningham

Printed

Owner

Title





INDIANA FORECLOSURE PREVENTION NETWORK

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

Borrower/Program Partner Name(s): Elliott Cunningham

Property Address: **3806 Main Street (Rear)** (the "Property")

Property Number: 45-03-22-331-017.000-024



This Promissory Note (this "Note"), effective as of the date stated below (the "Effective Date") covers your loan from the **INDIANA HOUSING COMMUNITY DEVELOPMENT AUTHORITY** ("IHCDA") for the money borrowed pursuant to the Indiana Hardest Hit Fund Blight Elimination Program (the "Program"). The borrower agrees to be bound by the terms herein by signing below. The signatory for the Borrower represents that he/she has been duly authorized by the Borrower to execute this Note on behalf of the Borrower and has obtained all necessary or applicable approvals to make this Note fully binding upon the Borrower when his/her signature is affixed to this Note.

If more than one person or entity signs, each person or entity will be joint and severally responsible for repaying the loan in full.

We use the words you and your to mean the Borrower and anyone else who signs this Promissory Note. We, us, and our refer to IHCDA and its assigns.

METHOD OF LOAN AMOUNT PAYMENTS. The "Maximum Loan Amount" indicated above represents the most money available to you under the Program. However, under the terms of the Program, you may not receive the Maximum Loan Amount in one payment, and you may not ever receive the full Maximum Loan Amount.

A Blight Elimination Program Application was submitted by the City of East Chicago (the "Applicant"), which pledged the participation of the Borrower in acquiring, demolishing, and facilitating an end use for the newly vacant residential lot at the Property. As long as you continue to qualify for and fulfill your obligations under the Blight Elimination Program Recipient & Program Partner Agreement and BEP Notices, and have a balance left under the Maximum Loan Amount, claims for approved Program expenses may be submitted to draw down your Maximum Loan Amount. IHCDA will pay approved

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LOW RATE LOAN SUBJECT TO IC 24-9-3-2**

claims within thirty (30) days of successful submission. Payment of approved claims will be tendered to the designated BEP account maintained by the Applicant. Applicant will disburse claim payments to or on behalf of the Borrower. The sum total paid on all approved claims may equal but in no event exceed the Maximum Loan Amount.

PROMISE TO PAY. You promise to pay to our order the payoff amount as calculated by IHCD A on Maturity (defined below), subject to the further provisions contained in this Note. Payments shall be made as described below:

Notwithstanding anything else provided in this Note, if Borrower continues to hold title to the Property and otherwise fulfills all obligations of this Note, the Mortgage (as defined below) and all other obligations of the Program, ~~thirty-three and one-third percent (33 1/3%)~~ of the original Loan Amount will be forgiven by IHCD A each consecutive year on the anniversary of the Effective Date. This Note shall expire on the ~~third anniversary of the Effective Date or December 31, 2020~~ whichever is earlier. The table below details the loan forgiveness schedule:

End of Year	Percent of Loan Amount Forgiven	Percent of Loan Amount You are Responsible For
1	33 1/3%	66 2/3%
2	33 1/3%	33 1/3%
3	33 1/3%	0%

You must repay all of the unforgiven Loan Amount at "Maturity". For the purposes of this Note, "Maturity" means the first to occur of the following: (1) the default or breach of this Note; (2) default or breach of the associated Mortgage in favor of IHCD A; or (3) default under the BEP Recipient & Program Partner Agreement; (4) default or breach of the Program terms and conditions.

This is a nonrecourse loan. As a result of the sale of the Property for fair market value, you shall only be responsible to pay IHCD A the amount of "Net Proceeds" from the sale of the Property up to the unforgiven Loan Amount; provided, however, that if you are found by a court of law to have committed fraud with respect to the Program (as described below under REMEDIES), IHCD A will have personal recourse against you, and you shall be responsible to pay IHCD A the Loan Amount over and above the Net Proceeds. The "Net Proceeds" is defined as the amount of the sales price that you receive for selling the Property minus the payoff amount for the senior mortgages on the Property and the amount of closing costs that you paid upon the sale or other transfer of interest of the Property.

A payoff shall be calculated by IHCD A at the request of the Borrower or Applicant. Any payoff calculated shall adhere to the terms and conditions of principal forgiveness outlined above.

Any payment due and owing to IHCD A shall be tendered to IHCD A at the address listed below, unless IHCD A instructs you to make payment to another holder or to another address.

SECURITY; COLLATERAL FOR THE LOAN. This Promissory Note is secured by a subordinated mortgage upon the Property and its improvements, if any (the "Mortgage"). All of the terms, covenants, provisions, conditions and stipulations and agreements contained in the Mortgage to be kept and performed by you are hereby made a part of this Promissory Note, to the same extent and with the same force and effect, as if they were fully set forth herein, and you covenant and agree to perform the same or cause the same to be

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kept and performed, strictly in accordance with the terms and provisions thereof. If you are required to repay this Note under the above-referenced terms, and you fail to, the Property may be sold or otherwise disposed of to satisfy this loan.

REMEDIES. Except as otherwise described above under **PROMISE TO PAY** in this Note, upon the sale of the Property for fair market value, you shall have no personal liability for the repayment of the Loan Amount except for payment from the Net Proceeds, as described above, and our only recourse for the satisfaction of the repayment of the Loan Amount shall be the exercise of our rights and remedies with respect to the Mortgaged Property (as such term is defined in the Mortgage) and any other collateral held by us as security for the Loan. Notwithstanding this limitation on your liability, you agree that, in the event of Maturity the amount you owe under this Note at the time of such event shall be immediately due and payable, without advance notice. You also agree that if it is found by a court of law that you have submitted fraudulent information in obtaining this Note, the full amount of this Note shall be immediately due and payable, without advance notice, and you shall be personally liable to us for the repayment of the Loan Amount and any loss or damage suffered by us as a result thereof, including costs of collection and attorneys' fees.

PROMISE TO NOTIFY OF TRANSFER. You agree that while you are participating in the Program you will notify us if the Property is transferred to any third party by contacting us in writing at the following address:

Indiana Housing and Community Development Authority
Attn. Hardest Hit Fund
30 South Meridian Street
Suite 1000
Indianapolis, Indiana 46204

Additionally, IHCDA may be required to periodically verify your continued strides toward facilitating the end use of the Property, as agreed in the Flight Elimination Program Recipient & Program Partner Agreement. You agree to promptly provide any and all information requested by IHCDA to verify your cost all efforts being made toward the agreed end use of the Property.

ADDITIONAL TERMS. Please refer to the Mortgage you are giving IHCDA, the additional terms and conditions of which are incorporated herein.

LIABILITY OF OBLIGATIONS. Your obligations to make payment required hereunder shall be absolute and unconditional without defense or set-off by reasons of any default by us under any agreement between you and us or for any other reason, including without limitation any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State of Indiana, or any political subdivision of either, or any failure of us to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the payments hereunder.

NON-NEGOTIABILITY; NON-TRANSFERABILITY. This Note shall not be negotiable, assignable or transferable by you or otherwise assumed.

DELAY OF ENFORCEMENT; RESERVATION OF RIGHTS. We can delay enforcing any of our rights under this Agreement any number of times without losing them. Our right to enforce payment

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survives the expiration of this Note in the event there is a finding of fraud by a court of a competent jurisdiction. We can waive or delay enforcing a right as to one Borrower without waiving it as to any other Borrower. Also, we can release one Borrower from his or her responsibilities under this Agreement without releasing any other Borrower. We may release the security interest in the Property or agree to accept other collateral without releasing you from your obligation to pay this loan. We need not give anyone notice of our waiver, delay or release. We can enforce this agreement against your permitted transferees and legal representatives.

SEVERABILITY. In case any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

SUCCESSORS AND ASSIGNS. The covenants and obligations of this Note shall be binding upon you and your permitted successors and assigns and shall inure to the benefit of us, our successors and assigns and all subsequent transferees of this Note.

GOVERNING LAW; AMENDMENTS. This Note shall be governed by the laws of the State of Indiana and may only be modified by a writing signed by all of the parties hereto.

TAX CONSEQUENCES. IHCDCA makes no representations or warranties concerning the position of the Internal Revenue Service ("IRS") with regard to any payment made under this note for any reason, nor with regard to any determinations by state or local taxing authorities. Further, should the IRS determine that payments made to you under this Note are taxable income, you shall not have any right or claim against IHCDCA for tax liability imposed on you by the IRS, or by any state or local taxing authority.

WAIVER OF JURY TRIAL. Borrower and IHCDCA, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Note or any related instrument or agreement or any of the transactions contemplated by this Note, or any course of conduct, dealing, statements (whether oral or written), or actions by and between the Borrower and IHCDCA. The Borrower and IHCDCA shall not seek to consolidate by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IF YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT AND PROMISE TO FULFILL ITS TERMS, PLEASE SIGN BELOW.

Dated this 30th day of October, 2019.

x [Signature]
Borrower

N/A
Co-Borrower

Elliott Cunningham
Printed Name

Owner +
Title

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