

Appendix C. Contract Documents

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The documents (e.g., checklists and income verification forms) in this appendix are example documents only and contain the same content as the actual documents but are not intended for use.

A. Homeowner Rehabilitation Agreement – Deferred Loan Program

I/We have received the attached Guidelines for rehabilitation assistance from the Lake County Community Economic Development Department using CDBG OR HOME funds. I/We are aware that the Guidelines must be followed as a condition of this agreement.

I/We agree that the work specifications are the only items to be addressed during the course of this agreement. I/We will review the specifications with the Rehabilitation Inspector. I/We will be fully aware of the scope of the proposed work. No changes shall be made without an executed change order.

I/We understand that the intent of the work performed shall be to conform to all necessary building code requirements.

I/We understand that proposals will be solicited from three contractors and that I/we may also bring in our own contractor to submit a proposal.

I/We understand that the funding provided shall be in the form of a Deferred Loan (the terms of which are spelled out in the promissory note)

I/We understand that a lien will be placed against the rehabilitated property for the amount of the Deferred Loan.

I/We understand that the whole unpaid balance of this indebtedness may be prepaid at any time without penalty.

I/We understand that the property rehabilitated must be maintained as my/our principal residence.

I/We understand that an annual certification will be made to verify that I/We continue to reside in the property as my/our principal residence.

I/We have read and understand the content of this agreement.

Homeowner: _____ Date: _____

Homeowner: _____ Date: _____

Witness: _____ Date: _____

B. Homeowner Rehabilitation Agreement – 3% Interest Loan Program

I/We have received the attached Guidelines for rehabilitation assistance from the Lake County Community Economic Development Department using CDBG OR HOME funds. I/We are aware that the Guidelines must be followed as a condition of this agreement.

I/We agree that the work specifications are the only items to be addressed during the course of this agreement. I/We will review the specifications with the Rehabilitation Inspector. I/We will be fully aware of the scope of the proposed work. No changes shall be made without an executed change order.

I/We understand that the intent of the work performed shall be to conform to all necessary building code requirements.

I/We understand that proposals will be solicited from three contractors and that I/we may also bring in our own contractor to submit a proposal.

I/We understand that the funding provided shall be in the form of a 3% Low-Interest Loan (the terms of which are spelled out in the promissory note)

I/We understand that a lien will be placed against the rehabilitated property for the amount of the Low-Interest Loan.

I/We understand that the whole unpaid balance of this indebtedness may be prepaid at any time without penalty.

I/We understand that the property rehabilitated must be maintained as my/our principal residence.

I/We understand that an annual certification will be made to verify that I/We continue to reside in the property as my/our principal residence.

I/We have read and understand the content of this agreement.

Homeowner _____ Date: _____

Homeowner _____ Date: _____

Witness _____ Date: _____

C. Repair Contract

REPAIR CONTRACT

THIS AGREEMENT made and entered this _____ day of _____, 20__ by and between the _____, hereinafter called the "OWNER(S)" and _____, hereinafter called the "CONTRACTOR", and the LAKE COUNTY COMMUNITY ECONOMIC DEVELOPMENT DEPARTMENT, hereinafter called the "DEPARTMENT", as program administrator, executed on above date in Lake County, Indiana.

WITNESSETH: That the OWNER and the CONTRACTOR and the DEPARTMENT, for consideration hereinafter named, mutually agree as follows:

Occupancy Provision

The premises are to be owned and occupied by the person/individual for which the grant has been approved. If the property is not owned and occupied as a primary residence of the individual who was approved for assistance, the contract will be terminated and all costs associated with the performance of the contract will be charged to the person, individual or company representing itself as Owner.

1. SCOPE OF WORK:

Contractor acknowledges that he/she has prepared the contractor's proposal and that such proposal is accurate and consistent as to the name of the contractor's Scope of Work that he/she will undertake, and the price. Contractor agrees to furnish all labor, materials, tools, equipment, supervision, and services necessary to do the work specified in a workmanlike manner.

The property to be improved is commonly known as _____, _____, Indiana and legally described as:

Legal Description:

Item Description	Unit	Unit Price	Total Cost
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Contractor and Owner(s) agree that only the Scope of Work items listed in the above "Item Description" category, i.e., (*specifications*) shall be performed under this contract. No other work shall be performed pursuant to this Agreement, unless proper authorization has been issued in writing by the DEPARTMENT.

CONTRACTOR and OWNER(S) shall enter into no other (*personal*) Agreements, either verbal or written for "extra work," during the period of this contract. The Department shall not become involved in (or resolve) any disputes concerning work performed outside the Scope of this contract.

The CONTRACTOR shall provide and pay at his/her own expense, all materials, labor, tools,

and other items necessary to complete the work on the premises located at _____, unless otherwise specified. All materials shall be new, and both workmanship and materials shall be middle grade quality and all workers and subcontractors shall be skilled in their trade. The Job Specifications are an integral part of this contract.

2. CONTRACT SUM:

OWNER agrees to authorize payment to the contractor for the performance of the work approved by the Department's Inspector, as detailed in the Specification. In consideration of the faithful performance of the work specified, the OWNER shall pay, or cause to be paid the sum of \$ _____ to CONTRACTOR. The CONTRACTOR shall submit an original invoice, specifying each item completed on the Specification/Item Description; and shall have a dollar value affixed thereto (for all pay requests). The Final Release of Lien from the contractor and all subcontractors must be presented at the time of request for a final payment.

The CONTRACTOR further understands that the United States Department of Housing and Urban Development, hereinafter called "AGENCY," payable through the DEPARTMENT, agrees that no payment shall be due to the Contractor until the work is installed & inspected and approved by the AGENCY/DEPARTMENT and the AGENCY/DEPARTMENT disburses the grant proceeds. The CONTRACTOR will cooperate with the OWNER by furnishing waivers of lien, releases, and other documents as required by the AGENCY/DEPARTMENT.

3. TIME OF COMPLETION:

The CONTRACTOR agrees to start work within _____ days and to complete work pursuant to the Notice to Proceed within _____ calendar days on or before _____, 20____. If the CONTRACTOR fails to commence work within the time specified in the Notice to Proceed, then the OWNER shall have the right to terminate this Agreement. Such Notice of Termination shall be in writing and issued by the DEPARTMENT.

If completion is delayed for reasons beyond the CONTRACTOR'S control, the CONTRACTOR shall provide a timely notice to the OWNER, and DEPARTMENT stating the reasons for such delay. If such good cause is claimed by the CONTRACTOR, then it shall be the CONTRACTOR'S obligation to substantiate its claim with adequate documentation.

It is understood and agreed that the CONTRACTOR shall immediately notify the OWNER and DEPARTMENT, in writing, of any unavoidable delay in the commencement of work. Said Notice shall state the reasons for unavoidable delay (i.e., inclement weather or back orders for material or refusal to allow accessibility) and the approximate number of days the CONTRACTOR expects to be delayed.

The CONTRACTOR shall, after submitting Notice to the OWNER, be granted an automatic extension of 10 days for the commencement of work. The OWNER may at his/her option, grant

an additional extension. If the extension of time is violated, the OWNER in conjunction with the DEPARTMENT, have the right to terminate the Contract without notice.

In the event the CONTRACTOR fails to complete the work within the agreed upon time period and fails to provide evidence of good cause for such delay, the OWNER in conjunction with DEPARTMENT shall have the right to declare the CONTRACTOR in default. In such event, the OWNER shall be responsible for providing written notice of such default to the CONTRACTOR and DEPARTMENT by registered or certified mail.

If the CONTRACTOR fails to remedy such default within 15 calendar days of such notice, the OWNER in conjunction with DEPARTMENT shall have the right to select a substitute contractor. If the expense of completing the work exceeds the unpaid balance of this contract, the CONTRACTOR held in default shall be liable for any additional cost incurred and any damages resulting from the default and shall pay the differences to DEPARTMENT to be used on behalf of the OWNER.

4. RIGHT OF RECISSION:

The CONTRACTOR acknowledges and agrees that this Contract is subject to a Right of Rescission by the OWNER, and that the OWNER shall have until midnight of the third regular business day following the execution of this contract with the CONTRACTOR to rescind this contract without penalty or charge of any nature whatsoever. The contract upon the OWNER'S written rescission shall become invalid, and the CONTRACTOR will return the executed Contract and Notice to Proceed to the DEPARTMENT'S office immediately upon receiving written notification of the rescission. The CONTRACTOR agrees that it will not begin the work provided for by this Contract until it is certain that the OWNER has not exercised any right of rescission provided for by law, including any right of rescission concerning any funds provided to OWNER by the DEPARTMENT for financing of the construction provided for by this Contract. In the event of breach of this provision by the CONTRACTOR, and upon proper exercise of any such right of rescission by OWNER, the CONTRACTOR acknowledges and agrees that he will have no claim for any materials provided or labor performed by him, and that CONTRACTOR will indemnify and hold harmless OWNER and the DEPARTMENT from and against any and all claims, demands or actions of any other person performing work or providing materials for construction under this Contract. The CONTRACTOR and OWNER further acknowledge and agree that this Contract shall be null and void in the event that OWNER should properly exercise any such right of rescission.

5. CONTRACT DOCUMENTS:

The Contract includes the Bid or Proposal, the Terms of the Contract, the Drawings (if any), the Specifications, and Exhibits. The intent of these documents is to include all labor, materials, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment thereof. The Contract documents will be administered as comprising of one Agreement, and each document will be construed equally with all other documents.

6. ASSIGNMENT OF CONTRACT:

The CONTRACTOR shall not assign this Contract without written consent of the OWNER and the DEPARTMENT. A request for assignment must be delivered to the DEPARTMENT in writing.

7. INDEMNIFICATION AND HOLD HARMLESS:

The CONTRACTOR agrees to defend, indemnify, and hold harmless the OWNER and the DEPARTMENT, its employees and agents, for any costs, claims or purported claims, or damages arising out of any act or negligence or omission of the CONTRACTOR, its subcontractors, agents, or employees. The OWNER agrees to defend, indemnify, and hold harmless the DEPARTMENT, its employees and agents, for any costs, claims or purported claims, or damages arising out of any act or negligence or omission of the OWNER, the CONTRACTOR, its subcontractors, agents, or employees.

8. PERMITS, CODES, AND LICENSES:

The CONTRACTOR or CONTRACTOR designated Subcontractor(s) shall obtain and pay for all permits and licenses necessary for completion and execution of the work. Strict compliance with municipal codes and ordinances shall be observed in all phases of construction work. The CONTRACTOR or CONTRACTOR designated Subcontractor(s) shall perform all work in conformance with applicable local codes and requirements whether or not covered by the Specifications and Drawings for the work. The CONTRACTOR that is the signatory of this agreement shall ultimately be responsible for all work performed under this contract on the premises.

9. PROTECTIONS OF WORK, PROPERTY AND PERSONS:

The CONTRACTOR shall adequately protect the work, adjacent property, and public, and shall be responsible for any damage or injury due to his act or neglect.

10. ACCESS TO WORK:

The CONTRACTOR shall permit and facilitate observations of the work by the OWNER, and his agents, the DEPARTMENT, Lenders, and any other involved Government Agencies at all times.

11. CHANGE ORDERS: (Unforeseen)

OWNER and CONTRACTOR expressly agree that no material changes or alterations in the description of work or price provided in the specification shall be made, unless it is requested in writing and mutually agreed upon by both parties and authorized by the DEPARTMENT. Any change order request, must be accompanied by photographs along with a Change Order request form.

The OWNER and CONTRACTOR may request changes in the work to become a part of the Contract subject to written notification and approval by the DEPARTMENT, under the following conditions:

- A. There shall be no deletion or change of any item of the specifications that is necessary to make the work conform to applicable building codes without the written approval of the DEPARTMENT.
- B. All changes must be performed in accordance with applicable building codes.
- C. All additional changes which are not made in writing to the DEPARTMENT by the CONTRACTOR or has not been approved, shall be deemed separate and apart from this Contract and not subject to its terms and conditions, or payment thereunder.

The OWNER and CONTRACTOR acknowledge and agree that any work, labor, and materials not covered by this Contract are outside the scope of this Contract and shall not be subject to funding from the DEPARTMENT.

12. COOPERATION FROM OWNER AND TERMINATION FOR NON-COMPLIANCE:

(In the event the OWNER refuses to allow the CONTRACTOR accessibility)

The OWNER shall furnish utilities such as light, heat, power, and water necessary to the carry out the completion of the work, and the cooperation with the CONTRACTOR to facilitate the performance of the work. The OWNER shall also allow the CONTRACTOR accessibility to the property during normal working hours. There shall be mutual consent from both the OWNER and the CONTRACTOR as to the time commencing at 7 a.m. and ceasing at 6 p.m. on any work day. The OWNER may give the CONTRACTOR special permission to work beyond these hours and to include weekends and holidays, if they desire. Special permission must be in writing and will require signatures of the OWNER and CONTRACTOR. The DEPARTMENT shall have the sole discretion and right to terminate this Agreement for non-compliance with the terms of this Agreement by the OWNER and withhold funds until the completion of the work.

13. WARRANTY:

For Good and valuable consideration, CONTRACTOR hereby agrees to provide a full one year warranty to the OWNER of the property to be improved. The CONTRACTOR shall remedy any defect as to which the owner shall have given written notice to the CONTRACTOR, at its principal place of business, within 1 year from the date of the CONTRACTOR'S request for final payment, stating that all work under contract has been completed. Further, CONTRACTOR will furnish owner with all manufacturers and supplies written guarantees and warranties covering materials and equipment furnished under this contract.

Upon the expiration of the warranty neither the CONTRACTOR nor the DEPARTMENT is responsible or liable to the owner for any defects due to alleged faulty materials workmanship or damages resulting there from; any defective improvements, hardware fixture constructed on said property.

14. EMPLOYMENT ELIGIBILITY VERIFICATION:

The CONTRACTOR affirms under the penalties of perjury that he/she it does not knowingly employ an unauthorized alien. The CONTRACTOR shall not retain an employee or contact with a person that the CONTRACTOR subsequently learns is unauthorized alien.

The CONTRACTOR shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC-22-5-1-7-3. The CONTRACTOR is not required to participate should the E-Verify program cease to exist. Additionally, the CONTRACTOR is not required to participate if the CONTRACTOR is self-employed and does not employ any employees.

The CONTRACTOR shall require his/her/its subcontractors, who perform work under this contract, to certify the contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled in and is participating in the E-Verify program. The CONTRACTOR agrees to maintain this certification throughout the duration of the terms of a contract with a subcontractor.

The DEPARTMENT may terminate this contract for default if the CONTRACTOR fails to cure a breach of this provision no later than 30 days after being notified by the State. If a CONTRACTOR violates this provision, the Department shall require the CONTRACTOR to remedy the violation not later than 30 days of the notification; the DEPARTMENT shall terminate this contract for breach. If the CONTRACTOR reaches these provisions causing a termination, the CONTRACTOR shall be liable to the DEPARTMENT for actual damages. Debarment, Suspension, and Ineligibility

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred, suspended, or placed ineligibility status under the provision of 24 CFR part 24 (government debarment and suspension regulations).

15. CONTRACTOR'S LIABILITY INSURANCE: (Per Contractors Policy)

The CONTRACTOR will carry Comprehensive Liability Insurance coverage protecting the OWNER and CONTRACTOR and DEPARTMENT for not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury, including death, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) in the event of property damage arising out of the work performed by the CONTRACTOR. Satisfactory Workman's Compensation Insurance and Scaffold Act Insurance if the work requires the use of any equipment designated under the Scaffold Act. Proper evidence of such insurance coverage shall be submitted to the DEPARTMENT upon execution of this Agreement.

FIRE INSURANCE:

The CONTRACTOR shall keep in effect and maintain builders risk insurance covering any loss by fire, theft, extended coverage, perils, and vandalism upon the entire structure on which the work of the Contract is to be done, to 100 percent of the insurable value thereof. All certification and policies shall contain a clause that a 10-day notice of cancellation or a material change of

any policy will be given to the DEPARTMENT. Proof of insurance as described in the above paragraph must be provided upon execution of this agreement to the DEPARTMENT.

16. LEAD-BASED PAINT: (CONTRACTORS MUST BE LEAD CERTIFIED)

The CONTRACTOR is hereby notified that the use of lead-based paint for any painting included in the specifications is expressly prohibited. The following methods shall not be used to remove paint that is, or may be, lead-based paint: (a) Open flame burning or torching; (b) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control; (c) Abrasive blasting or sandblasting without HEPA local exhaust control. (d) Heat guns operating above 1100 degrees Fahrenheit or charring the paint; (e) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces. (f) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

17. CLEANING UP:

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR. The OWNER shall agree to clean up all specified unsafe, unhealthy, or unsightly conditions in their home and yard as requested by the DEPARTMENT.

18. NO LIEN CONTRACT AND WAIVER OF LIEN:

- A. No CONTRACTOR, sub-contractor, material man, or other person furnishing labor or materials for the work herein provided for, or for any alteration or additions thereto, shall have any rights to file any Mechanic's Lien or Claim of any sort or kind against the premises, or any part thereof.
- B. The OWNER and CONTRACTOR hereto acknowledges that they have on this date entered into an agreement whereby the OWNER has employed the CONTRACTOR for purpose of performing all work and labor necessary in connection with the construction on the property all in accordance with the plans and specifications provided in this agreement, and that the CONTRACTOR has agreed that he/she shall furnish for said improvements all labor, materials and incidental services as specified in this Agreement and in conformity with all the provisions thereof.
- C. The OWNER and CONTRACTOR agree that all of the work to be performed by the CONTRACTOR is to be performed under a no-lien agreement pursuant to I. C. 32-0-3-1, and it is agreed that there shall be no liens filed against the said property by CONTRACTOR or any of its employees or sub-contractors, or any mechanic, journeymen, laborer, or persons performing labor upon or furnishing material and machinery for the work performed upon said property.

D. The OWNER and CONTRACTOR further agree that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration and the other consideration set forth in this Agreement, the receipt whereof is hereby acknowledged, that this no-lien provision and waiver of lien provision applies to this Agreement.

19. CORRECTION OF WORK AND GUARANTEE:

The CONTRACTOR shall guarantee and re-execute any work that fails to conform to the requirements of this agreement and that appears during the progress of the work and shall repair, replace, or correct any defects or faults in workmanship which appear within a period of 1 year from the date of final acceptance of all the work required by the Contract. The provisions of this Article apply to work done by subcontractors as well as to work done by direct employees of the CONTRACTOR. Furthermore, the CONTRACTOR is to furnish the OWNER in care of the DEPARTMENT with all manufacturers and supplier's written guarantees and warranties covering materials and equipment furnished under this Agreement.

20. OWNER'S RIGHT TO TERMINATE THE CONTRACT:

Should the CONTRACTOR neglect to execute the work properly or fail to perform any provision of the Contract, the OWNER, after 7 days written notice to the CONTRACTOR and their surety, if any, may without prejudice to any other remedy he/she may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR, or at his option, may terminate the Contract and take possession of all materials, tools, and appliances and finish the work by such means as he sees fit, except that any CONTRACTOR employed must be licensed in and approved by the City, Town, or County of the worksite residence, and if the unpaid balance of the Contract price exceeds the expense of finishing the work, such excess shall be paid to the CONTRACTOR, but if such expense exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The DEPARTMENT shall be sent copies of all notices and be notified of any contractor or third party employed as hereinbefore provided to complete the Contract.

21. RESOLUTION OF DISPUTES AND LIQUIDATED DAMAGES:

In the event any dispute arises under this contract following the commencement of work, it is understood and agreed the aggrieved party shall have the following recourse: Within 7 calendar days of the occurrence of said dispute, the aggrieved party must send written notification by certified mail to the other party and the DEPARTMENT. Said notification shall state the reasons for the dispute and shall request a meeting with all parties. Said meeting shall be held at the office of the DEPARTMENT within 5 business days of receipt of the notification by the DEPARTMENT.

If a controversy with regard to any phase of this contract arises between the parties that cannot be resolved within 2 weeks from the meeting date as referred to above, then the parties specifically agree to submit such controversy to binding arbitration, pursuant to Indiana Code 34-4-2. The arbitration panel shall consist of three persons to be named as follows: Each party

shall have the right to name one arbitrator to the panel. The third arbitrator shall be the Executive Director or a designee of the DEPARTMENT and the DEPARTMENT's attorney. The will of the majority of arbitrators shall be sufficient to return an award. The will of the majority of arbitrators shall be sufficient to return an award as to the procedure pertaining to arbitration, as dictated by Indiana Code 34-4-2.

If for any reason the CONTRACTOR is declared in default of this contract, the OWNER in conjunction with the DEPARTMENT may procure the services of another approved contractor to complete the work and hold the CONTRACTOR liable for any additional cost incurred thereby and any damages resulting to the owner due to said default. The OWNER shall send written notification to the CONTRACTOR by certified mail 10 days prior to the declaration of default.

In addition, in the event the CONTRACTOR does not complete the work as described in this agreement, the CONTRACTOR shall pay the sum of ONE HUNDRED DOLLARS (\$100) as liquidated damages and not as a penalty for each and every day of delay until the work is completed. Delays caused by strikes, acts of the OWNER, acts of God, or by events and conditions not reasonably foreseeable and not the fault of the CONTRACTOR, will be reason for an extension of time commensurate with such period of delay.

22. DEFAULT: (see Resolution of Dispute)

In the event of the default of either party under any of the provision of this contract, its general conditions, or contract documents, the defaulting party agrees to pay the innocent party or the DEPARTMENT reasonable collection fees, court costs, and attorney's fees.

23. DUTIES OF THE DEPARTMENT:

It is agreed and understood by OWNER and CONTRACTOR that the DEPARTMENT is a party to the Contract for administration purposes only, that its duties are necessary as to the acknowledgement of the Contract by the parties and as to the performance of the Contract. The DEPARTMENT will not arbitrate or decide disputes.

24. INTERESTS OF DEPARTMENT PERSONNEL AND LOCAL PUBLIC OFFICIALS:

No member of the governing body of the DEPARTMENT who exercises any functions or responsibilities in connection with the administration of the DEPARTMENT, no other office or employee of the DEPARTMENT or public official of the City, Town, or County of the worksite residence, who exercises such functions or responsibilities, shall have any interest, direct or indirect in this contract.

25. NON-COLLUSION:

This Contract, and all construction, and rehabilitation construction to be performed, according to its provisions shall be administered by and subject to the rules and regulations of the DEPARTMENT. Upon signing of the Contract, the parties named above hereby affirm that they

have not colluded with any person in respect to this bid on the Contract.

26. PAYMENTS:

All work must be completed in a workman like manner and approved by the DEPARTMENT and the local building authority when a local building permit(s) is necessary. Final Payment will be made only after the local building authority and the DEPARTMENT has issued final approval and CONTRACTOR has delivered all original warranties for all equipment and waiver of liens from all sub-contractors.

Upon satisfactory completion of the work, the CONTRACTOR will be paid the Contract price within 45 DAYS AFTER the DEPARTMENT receives the CONTRACTOR'S invoice and satisfactorily Release of Liens or claims for liens by CONTRACTOR and subcontractors. Upon the request of the CONTRACTOR, and submission of proper documentation, a maximum of one partial payment not 100 percent of the value of the work satisfactorily completed as determined by inspection by the DEPARTMENT, will be made as work progresses and as it is approved by the DEPARTMENT. Waivers or releases of liens and materials shall accompany each request. In the event payment is to be made as work progresses, upon written request and presentment of proper accompanying materials as herein provided, payment will be made equal to the percentage of the Contract price which has been completed as established by an inspection of the DEPARTMENT. Payments shall be made as provided in the Agreement. The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR, other than those arising from unsettled liens or from faulty work appearing thereafter and of all claims by CONTRACTOR, except any previously made in writing to the OWNER with a copy to the DEPARTMENT and acknowledged as unsettled by the DEPARTMENT and acknowledged as unsettled at closing. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the CONTRACTOR to others not adjusted, or failure to make payments properly to subcontractor or for material or labor.

27. SECTION 3 CLAUSE OF THE HOUSING & URBAN DEVELOPMENT ACT OF 1968:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The CONTRACTOR agrees to send each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's

representative of the CONTRACTOR'S commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 requirement employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract Section 7(b) requires that to the greatest extent feasible (i) given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

28. PROVISIONS BY LAW DEEMED INSERTED:

Each and every provision of Law and Clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction. The following provisions and amendments thereto, are incorporated herein by reference, and are made an integral part of this contract and shall be complied with by the contractor where applicable.

- Section 109 of the Housing and Community Development Act of 1974.
- Section 104 (b) of Title I of the Housing and Community Development Act of 1974.
- Title VI of the Civil Rights Act of 1964.

- Title VIII of the Civil Rights Act of 1968.
- The Fair Housing Act.
- Executive Order 11246.
- Executive Order 11375.
- The Davis-Bacon Act.
- Contractor Affirmative Action Program Certifications.
- Section 402 – Vietnam ERA Veterans Readjustment Act.
- The Americans with Disabilities Act of 1990.
- Section 504 of the Rehabilitation Act of 1973.

IN WITNESS WHEREOF, the parties hereto execute this CONTRACT this _____
 day of _____, 20____.

 Signature of OWNER (s)

 Signature of CONTRACTOR

 DEPARTMENT Acknowledgment by Signature

Subscribed and sworn to before me this _____ day of _____,
 20_____.

 Lolita Davis, NOTARY PUBLIC
 County of Residence: Lake
 My Commission Expires: _____

D. Homebuyer Agreement

I /we _____ have read and understand the following conditions and program requirements that apply to my/our participation in the Lake County Community Economic Development's Homebuyers Assistance Program:

- 1) Funds not to exceed the amount of \$5,000 will be reserved to the extent they are available for a forgivable loan at 0 percent to subsidize the purchase of a home by providing down payment and/or closing costs assistance. The reservation amount of Lake County funds will be valid for not more than 60 days. If the 60-day period expires before a home for purchase is identified, the reservation will be cancelled.

Homeownership Education Seminar or Class including demonstration of completion of the class is a requirement for issuance of a certificate of completion.

- 2) The property purchased must be single family housing and is required to pass a Housing Quality Standards Inspection prior to settlement.
- 3) The Purchase price shall not exceed the Median Area Purchase Price for Lake County as determined by HUD.
- 4) If the purchaser puts down more than the required amount of cash to purchase a home, the additional cash will go towards the purchasing of the home. No funds will be returned to the purchaser at closing/settlement when Lake County funds are awarded as down payment and /or closing cost assistance.
- 5) The Homebuyers Assistance Forgivable Loan will be secured by a Mortgage and Note on the property. The mortgage shall only be subordinate to one private mortgage. The forgivable loan will be for a five-year affordability period upon passing the anniversary date of the Note. Applicant must agree to occupy purchased property as primary residence. The LCCEDD mortgage and note balance will become due if the buyer sells, rents, converts the use of, or vacates the property as a primary residence prior to the five-year period for the full amount of the note.
- 6) The Borrower(s) may prepay the whole unpaid balance of this indebtedness at any time without penalty.
- 7) The original amount of the forgivable loan received at the initial purchase of the house will be due to Lake County and payable in full if there is a sale of the property during the affordability period, subject to availability of funds at settlement after the first mortgage and closing costs have been paid.

- 8) The property purchased through assistance from Lake County must be maintained as the purchasing household's primary residence throughout the affordability period. An annual onsite inspection will be made to verify that the purchaser continues to reside in the property as its principal residence.
- 9) The minimum affordability period for the Homebuyers Assistance Forgivable Loan is 5 years. For this purchase the affordability period will expire 5 years from closing date.

I have read and understand the contents of this agreement. All questions I had were clarified at the time of signature.

Homebuyer: _____ Date _____
Homebuyer: _____ Date _____

As the Administrator, all items above have been discussed with the above homebuyer and all questions have been answered

Administrator: _____ Date _____

E. Homebuyer Assistance Mortgage

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

The undersigned property owner(s) (hereafter, the BORROWER), in consideration of the receipt of: a Forgivable Loan from the Lake County Community Economic Development Department (hereafter, the LENDER) for the purchase of the property containing one dwelling unit occupied by the owner, which is commonly known as:

INDIANA IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA

Legal or equitable title to which is held by the BORROWER, hereby mortgages and warrants to Lake County Community Economic Development the above described property to secure the repayment of the above stated loan for which the mortgage is granted and secured by a Promissory Note date subject to following terms and conditions.

1. Such mortgage shall be in full amount of the loan given by to the BORROWER.
2. The BORROWER agrees that any default on any superior lien shall be a default on this mortgage and shall render the balance due and payable including 3 percent interest per annum due hereunder at once. In the event the superior lien is FHA secured then a foreclosure or deed foreclosure or deed in lieu of foreclosure of Prior Security Deed or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restrictions.
3. The BORROWER agrees to keep the dwelling unit in good condition and repair, fully habitable, and not to remove or demolish and part of the dwelling unit thereon.
4. The BORROWER agrees: to provide, maintain and deliver to the LENDER evidence of fire and extended coverage insurance satisfactory to the LENDER in the order and amount sufficient to permit repair or replacement pursuant to Paragraph 3 above of the balance outstanding of this mortgage.
5. The BORROWER agrees to pay all taxes, assessments, utilities, and other expenses of the PROPERTY when due, and without delinquency, and shall not permit any liens to be imposed on the PROPERTY by reason of any delinquency.
6. The BORROWER agrees not to convert the dwelling unit to rental, commercial, or industrial use, or any form of cooperative ownership for the period of 5 years.
7. The term of this mortgage shall be until the balance due is paid in full, or for a period ending on the first day of the month, first occurring 5 years after the date of this mortgage. Unless prepaid or foreclosed, this mortgage shall be satisfied and be released

by the LENDER During the term of this mortgage, the BORROWER shall make no payments of principal or interest; PROVIDED HOWEVER, that if the BORROWER shall be in default of any of the terms or conditions of this mortgage, then the unpaid and remaining balance shall become immediately due and payable upon demand by the LENDER and, PROVIDED FURTHER, if the instance of default be the conversion of any or all said unit to rental, commercial, or industrial use, or to cooperative ownership, then the full initial amount of the loan shall be due and payable.

8. Any sale of this property prior to 5 years from the date of this mortgage will constitute a default by the BORROWER and will make the remaining principal balance plus interest due in full.
9. In the event of default and non-payment of the balance due by the BORROWER, the LENDER may take such measures as may be lawful to it for the recovery of the indebtedness and including, but not limited to Foreclosure and sale of the BORROWER'S rights in the PROPERTY and/or the assignment and collection of the rent and profits of the PROPERTY.
10. The loan evidenced by this mortgage may be assigned and/or assumed only by written agreement with the Lake County Community Economic Development Department at the time such action is to take place; PROVIDED, that any and all terms and conditions shall remain in full force and effect for any assignee or successor to the BORROWER and such assignee or successor shall assume all duties and obligations of the BORROWER as described herein.
11. For a period of 5 years, to assure and protect its rights in this mortgage and the PROPERTY, the LENDER shall have right of access and inspection of the PROPERTY at reasonable times and with reasonable notice to the BORROWER.
12. Any forbearance by the LENDER with respect to any of the terms and conditions of this mortgage in no way constitutes a waiver of any of the LENDER'S rights or privileges granted hereunder.
13. Any notice of one party to the other shall be in writing to the parties as follows:

The LENDER: LAKE COUNTY COMMUNITY ECONOMIC
 2293 North Main Street
 Crown Point, IN 46307

THE BORROWER:

The BORROWER, or his executor, in the event of the death of the BORROWER, shall notify the LENDER of any change in the BORROWER'S name and address, or of any assignee or successor of the BORROWER.

14. The interpretation and application of the mortgage shall be in accordance with the laws and procedures of the State of Indiana as they may from time to time be amended.

15. Upon satisfactory completion of all terms and conditions of this mortgage by the BORROWER, or upon payment of any and all balance due, the BORROWER shall be entitled to a release and satisfaction of this mortgage by the LENDER at the BORROWER'S own cost.
16. This mortgage is expressly created and imposed upon the above described PROPERTY for the purpose of assuring the compliance of the BORROWER with the terms and conditions incident to the loan evidenced by this mortgage such loan being exclusively for the purpose of principal reduction assistance in accordance with the guidelines and procedures of the Homebuyer Assistance Program of the Lake County Community Economic Development Department.

BORROWER

BORROWER

LCCEDD LENDER'S DESIGNEE

STATE OF INDIANA
SS: COUNTY OF LAKE

On the ____ day of _____, 20__ before me a Notary Public, personally appeared and is to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that this was her voluntary act and deed.

My Commission Expires:

NOTARY PUBLIC IN AND FOR
THE STATE OF INDIANA, COUNTY OF LAKE

F. Consent to Subordination of Homebuyer Assistance Mortgage Lien

State of Indiana
SS: County of Lake
Re: [INSERT NAME OF OWNER]
[INSERT ADDRESS OF OWNER]

This CONSENT TO SUBORDINATION of the [INSERT TYPE OF MORTGAGE LIEN, DATE OF LIEN, RECORDING DOCUMENT NUMBER AND RECORDING DATE] (“Lien”) is effective this [INSERT DATE OF THIS DOCUMENT] by the Lake County Community Economic Development Department, 2293 N. Main Street, Room 310, Crown Point, Indiana 46307 (hereinafter “Department”).

WITNESSETH:

WHEREAS, [INSERT NAME OF PROPERTY OWNER] (hereinafter called “Owner”) has received HOME Funds through the Department’s Homebuyer Program (hereinafter “Program”) and is the record title holder of certain real estate (“Property”) more particularly described as follows:

Legal: [INSERT LEGAL DESCRIPTION]

Commonly Known as: [INSERT ADDRESS]; and

WHEREAS, pursuant to the Program, the Owner must meet specified qualification for eligibility, one of which is to comply with certain conditions and terms under the Homebuyer Assistance Mortgage Program Lien Agreement; and

WHEREAS, under said Lien Agreement, the Owner has agreed and consented to the creation and imposition of a lien in the amount of Five Thousand Dollars, and No Cents (\$5,000.00) upon the Property for the benefit of the Department; and any subordination of this lien to additional liens or encumbrances shall only be made upon the written consent of Department, which consent shall not be unreasonably withheld; and

WHEREAS, Owner has requested re-financing of the current first mortgage lien from [INSERT NEW MORTGAGE COMPANY NAME AND ADDRESS] (hereinafter “Lender”) and the Lender desires to be in a superior position of interest in the Property over that the Department’s interest, pursuant to the Program.

NOW, THEREFORE, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department does hereby waive the priority of the Lien and does hereby consent to the subordination of its Lien to the lien of Lender, its successors and/or assigns, and agrees and acknowledges that any lien encumbrance or interest in the Property which the

Department may now have pursuant to the Lien shall be junior and inferior to a security interest in the Lender not to exceed [INSERT AMOUNT NOT TO EXCEED], plus interest, cost of collection and/or attorney's fees, which the Lender now has or may hereafter acquire in the Property, but not otherwise.

LAKE COUNTY COMMUNITY
ECONOMIC DEVELOPMENT DEPARTMENT

BY: _____
EXECUTIVE DIRECTOR

Before me the undersigned a Notary public in and for said County and State, this _____ day of _____, 20__, appeared Executive Director of the Lake County Economic Development Department in Crown Point, Indiana and acknowledged the execution of the above and foregoing Consent to Subordination of Homebuyer Assistance Mortgage Lien.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL.

NOTARY PUBLIC

My Commission Expires: _____

Signature _____

Resident: Lake County Printed: _____

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN RESPONSIBLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT UNLESS REQUIRED BY LAW.

This instrument prepared by: Alexander Kutanovski
Attorney at Law
1504 N. Main Street
Crown Point, IN 46307

G. Contractor Application

LAKE COUNTY COMMUNITY ECONOMIC DEVELOPMENT DEPARTMENT CONTRACTOR APPLICATION

Date: _____

Please furnish the information requested below. This information will be kept in our files and will be confidential. Our office will use such information only to verify the qualifications of contractors on home improvement and emergency grant contracts and the contractor agrees to any certifications contained herein.

A. Corporation Partnership Individual

Name: _____

Federal ID Number (SSN if individual): _____

DUNS Number: _____

Business Address: _____

Residential Address: _____

Business Phone: _____ Residential Phone: _____

Are any of the principals a minority? YES NO

Names of Principal Owners:

1. Name: _____

 Address: _____

 Phone: _____

2. Name: _____

 Address: _____

 Phone: _____

3. Name: _____

 Address: _____

 Phone: _____

B. Check the type of construction you have performed in the last year.

Home Remodeling Home Building Major Construction

Specify: _____

C. List the names and addresses of the last three (3) clients for whom you have completed construction.

1. Name: _____
Address: _____
Phone: _____
Date Completed: _____

2. Name: _____
Address: _____
Phone: _____
Date Completed: _____

3. Name: _____
Address: _____
Phone: _____
Date Completed: _____

D. For general contractors: List the names and addresses of three (3) subcontractors you typically use. (Additional lists can be attached.)

1. Name: _____
Address: _____
Phone: _____
Type Work: _____

2. Name: _____
Address: _____
Phone: _____
Type Work: _____

3. Name: _____
Address: _____
Phone: _____
Type Work: _____

E. List two (2) major suppliers from whom you purchase most of your supplies.

1. Name: _____
Address: _____
Phone: _____

2. Name: _____
Address: _____
Phone: _____

F. List two (2) financial institutions (banks, savings, and loans, etc.) with whom you have established credit.

1. Name: _____
Address: _____
Phone: _____

2. Name: _____
Address: _____
Phone: _____

G. How many employees do you employ full time? _____

H. Can you handle more than one \$30,000 job at a time? YES NO

I. How long have you been in the contracting business?

Years: _____ Months: _____

J. Approximately how many jobs have you completed as a general contractor? _____

K. What is the smallest job you have done? _____

L. Have you ever worked on a HUD-funded project? YES NO

If yes, when? _____

what type of job? _____

M. Are you licensed as a contractor in lake county? YES NO

If yes, what type: _____

N. Have you ever bid a job that required bonding? YES NO

If yes, what is the largest amount you have been bonded for? \$ _____

O. Do you have a bookkeeper? YES NO

Name: _____ Address: _____

Phone: _____

Do you have an attorney? YES NO

Name: _____ Address: _____

Phone: _____

P. Do you have general liability insurance? YES NO

If yes, complete the following:

Name of Insurance Co.: _____

Agent: _____ Address: _____

Phone: _____

Policy Number: _____

Note: Attach copy insurance certificate indicating LCCEDD as a certificate holder to this application.

Q. Do you carry workman's compensation insurance? YES NO

Note: Attach a certificate of insurance to this application

R. Do you guarantee your work for one (1) year? YES NO

S. Are you familiar with the Lake County Redevelopment Commission use of responsible bidding ordinances? YES NO

T. Are you familiar with the U.S. Department of Labor, Bureau Of Apprenticeship, and training regulations? YES NO

Note: Please attach all registrations of apprentices being used by your company.

U. Do you have a drug testing policy and program? YES NO

Note: Attach the company policy and drug testing provider information.

V. Do you comply with a nondiscrimination policy concerning employees, subcontractors, and suppliers? YES NO

Note: Attach a signed affirmative action agreement statement.

W. Check yearly gross volume of contracted work:
 \$0 to \$25,000 \$25,000 to \$50,000 \$50,000 to \$100,000 Over \$100,000

T. I certify that I am not a jobs broker and further state that any projects given me by LCCEDD and/or financed by said department will be completed by my own work crews. (Note: Should it be found that I have brokered a job or hired subcontractors not approved on that specific job by LCCEDD, I may not be paid for that job and I will be barred from ever doing any further jobs or work for or on behalf of LCCEDD.

I certify that the above is true and complete.

Signature

Date

I authorize LCCEDD to verify information supplied on the application and obtain a credit report.

Signature

Date

H. Contractor Application: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made and entered into this _____ day of _____, _____ by and between the Lake County Community Economic Development Department (herein referred to as "LCCEDD") and _____ (hereinafter referred to as "Contractor").

WHEREAS, the Contractor having been selected by LCCEDD as one of the contractors that may be called upon to perform work upon various LCCEDD projects, and

WHEREAS, the Contractor, in consideration of said selection and resulting participation in the LCCEDD programs,

IT IS AGREED AND UNDERSTOOD AS FOLLOWS:

1. The Contractor shall perform all work in a substantial workmanlike manner as prescribed by any rehabilitation or emergency grant contracts and/or specifications related to any projects done on behalf of LCCEDD or any of the homeowners projects done where LCCEDD has an interest.
2. The Contractor will not broker the project out to any builders, contractors or Persons, and shall comply with all LCCEDD program rules, policies, and regulations.
3. The Contractor shall cause all liens to be released immediately upon completion of the project.
4. LCCEDD shall normally issue payment in full to the Contractor within forty-five (45) days after the date of final inspection and receipt of all waivers, guarantees and signed delivery and acceptance of Rehabilitation work certificate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, _____.

LAKE COUNTY COMMUNITY ECONOMIC DEVELOPMENT DEPARTMENT

BY: _____
Timothy A. Brown, Executive Director

BY: _____
Contractor

I. Contractor Affidavit of Compliance

Responsible & Responsive Bidder – Contractor Affidavit of Compliance

Prime contractor and its first-tier subcontractors shall complete this Affidavit of Compliance (“Affidavit”) and provide supporting documentation as required pursuant to *An Ordinance Establishing Responsible and Responsive Bidder Requirements on Public Works Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all first-tier subcontractors who will perform work on the project. All subcontractor Affidavits and supporting documentation must be submitted to the prime contractor no later than five (5) business days after the subcontractor’s first day of work on the public work project.

For the remainder of this Affidavit, “Contractor” refers to the prime contractor and its first-tier subcontractors. Each item must be answered. If a question is not applicable, answer “NA.” If the answer is none, answer “none.”

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and on behalf
(Name) (Title)
of _____ having been duly sworn under oath certifies that:
(Contractor)

Business organization

The form of business organization of the Contractor is (check one):

- Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

Authorization to do business in the State of Indiana: Yes [] No []

Attach Indiana Secretary of State online records dated within 60 days of bid (if corporation or LLC): N/A [] Yes [] No []

List all former business names:

Disclosure of violations of federal or state laws

List any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

Staffing capabilities

Provide a statement and description of contractor's staffing capabilities, including labor sources:

Participation in approved apprenticeship program(s)

Contractor participates in apprenticeship training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor. Yes No

Attach supporting documentation and describe below (e.g., Apprenticeship Standards or applicable provision from multi-employer program documents):

Apprenticeship Standards and Apprenticeship Agreement provided for any apprentice(s) performing work on the project: N/A Yes No

Drug testing

Contractor has a written plan for employee drug testing or Contractor has signed a collective bargaining agreement that establishes an employee drug testing program consistent with Indiana Codes 4-13-18-5 and 4-13-18-6.

Yes [] No []

Management Experience

Attach a list of the names and description of the management experience of each of the Contractor’s project managers and superintendents that Contractor intends to assign to work on the project.

Yes [] No []

Professional or trade licenses

Contractor will possess all applicable professional and trade licenses required for performing the work.

Yes [] No []

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation: _____

Surety Bond

Contractor is utilizing a surety company which is on the United States Department of Treasury’s Listing of Approved Sureties

Yes [] No []

- Attach supporting documentation

Tax liens or tax delinquencies

Contractor provides disclosure of any federal, state, or local tax liens or tax delinquencies against the Contractor or any officers of the Contractor in the last five (5) years.

Yes [] No []

If “yes,” describe lien/delinquencies and resolution: _____

Employee classification statement

Provide a written statement that individuals who will perform work on the public work project on will be properly classified as either an employee or an independent contractor under all applicable state and federal laws and local ordinances: _____

Subcontractor disclosure

Contractor will submit completed Form A to disclose the name, address and type of work for each first-tier subcontractor from whom the Contractor has accepted a bid and/or intends to hire on any part of the project within 5 business days after Contractor's bid is due to the public body. Yes [] No []

Prime contractor has provided this *Affidavit of Compliance* to all first-tier subcontractors and instructed them to complete it. Yes [] No []

Summary of attached documentation (initial next to each item)

- _____ Indiana Secretary of State online records
- _____ Standards of Apprenticeship/Apprentice Agreements
- _____ Employee Drug Testing Plan (or applicable provision from CBA in effect)
- _____ Name & description of project manager's/superintendent's management experience
- _____ Documentation of approved surety
- _____ Form A: Subcontractor disclosures

NOTE: All of the prime Contractor's first-tier subcontractors shall complete and submit the Affidavit of Compliance to the prime Contractor no later than five (5) business days after the subcontractor's first day of work on the public work project. Prime Contractor shall submit all subcontractor documents to the public body.

Form A – First-Tier Subcontractors Performing Work on the Project

Prime Contractor shall submit Form A within five (5) business days after the date their bids are due to the public body.

Name	Address	Work to Be Performed

BIDDER VERIFICATION

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information, and documents provided in or with this Affidavit and attachments hereto are true and accurate.

The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible and non-responsive bidder.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of Indiana
County of _____

Subscribed and sworn to
before me this ____ day of
_____, 201__.

Notary Public Signature & Seal

SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information, and documents provide in or with this Affidavit and attachments hereto are true and accurate.

The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of Indiana
County of _____

Subscribed and sworn to
before me this ____ day of
_____, 201__.

Notary Public Signature & Seal

J. Application for Renewal of Prequalification

Responsible Bidder – Application for Renewal of Prequalification
--

Contractors bidding on Lake County Redevelopment Commission (LCRDC) public works or demolition projects are required to submit a completed *Contractor Affidavit of Compliance* with their bids. Once the *Contractor Affidavit of Compliance* is approved by the Commission, whether the Contractor wins the contract or not, the Contractor may then be deemed prequalified to bid on future city projects for a period of up to twelve (12) months. Prequalification exempts the Contractor from the comprehensive *Contractor Affidavit of Compliance* submission requirements during that period.

Contractors may renew their prequalification for the upcoming calendar year by completing this short form *Prequalification Renewal Application* by December 31. Failure by a prequalified Contractor to timely submit its renewal application will result in loss of prequalification effective January 1 of the upcoming year. These Contractors will be required to submit a full *Contractor Affidavit of Compliance* with any future bids on LCRDC projects.

Using this application, the prequalified Contractor must disclose any material changes to the information contained in its *Contractor Affidavit of Compliance*, or certify that there are no material changes. Prequalification is solely within the discretion of the LCRDC, and the LCRDC reserves the right to change or revoke the designation. Denial of prequalification will be in writing and will be forwarded to the Contractor within seven (7) working days of such decision. A Contractor denied prequalification may request reconsideration of the decision by submitting its request in writing to the LCRDC within five (5) business days of receipt of notice of denial.

Business Name:	Business Address:
Contact Person:	Phone:
Fax:	Email:

Prequalified Contractor certifies the following (check one):

- There are no material changes to the information contained in my Contractor Affidavit of Compliance.
- There are material changes to the information contained in my Contractor Affidavit of Compliance as disclosed and described below. I have attached all documentation necessary to evidence the changes.

1. Business organization:

2. Disclosure of violations of federal or state laws:

3. Staffing capabilities:

4. Apprenticeship program participation:

5. Drug testing program:

6. Management experience:

7. Professional/trade licenses:

8. Surety Bond:

9. Tax liens or tax delinquencies:

CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Prequalification Renewal Application on behalf of the Contractor, that I have personal knowledge of all the information set forth herein and that all statements, representations, information, and documents provided in or with this Application are true and accurate.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

State of Indiana
County of _____

Subscribed and sworn to
before me this _____ day of
_____, 201__.

Notary Public Signature & Seal

Responsible & Responsive Bidder Determination -- Public Body Checklist
--

Project: _____ Contract Number: _____

Business Name:
Business Address:

Contact Person: _____ Phone: _____
Fax: _____ E-mail: _____

- | | |
|---|---|
| A. Indiana Secretary of State online records: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| B. List of former business names: | N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> |
| C. Disclosure of violations of federal/state/local laws: | N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> |
| D. Description of staffing capabilities, including labor sources: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| E. Evidence of participation in applicable apprenticeship programs: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| F. Written employee drug testing plan or certification that employee drug testing is established under a collective bargaining agreement: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| G. Name & description of project managers and superintendents management experience: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| H. Proof of required professional or trade licenses: | N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> |
| I. Evidence of qualified surety bonding: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| J. Disclosure of tax liens or delinquencies in last 5 years: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| K. Employee classification statement | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| L. List of similar projects completed in last three years: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| M. Form A first-tier subcontractor disclosure (if applicable): | N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> |

K. Rehabilitation Program Deferred Payment Loan Mortgage

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

DATE:

REHABILITATION PROGRAM DEFERRED PAYMENT LOAN MORTGAGE

The undersigned property Owner(s) _____ (hereafter, the BORROWER),
in consideration of the receipt of _____ 00/100 (\$ _____) as a
deferred payment loan from the Lake County Community Development Department (hereafter,
the LENDER) for the rehabilitation, preservation and enhancement of residential real property
containing one dwelling unit occupied by the owner, which is commonly known as and legally
described as:

ADDRESS:

LEGAL:

(Hereinafter, the PROJECT)

legal or equitable title to which is held by the BORROWER, hereby mortgages and warrants to
the Lake County Community Economic Development Department the above described real estate
to secure the repayment of the above stated deferred payment loan for which the mortgage is
granted and secured by a Promissory Note dated _____ subject to the following
terms and conditions:

1. Such mortgage shall be in full amount of the deferred payment loan given by the LENDER to the BORROWER.
2. The BORROWER agrees that any default on any superior lien shall be a default on this mortgage and shall render the balance due hereunder at once due and payable.
3. The BORROWER agrees: to keep the dwelling unit in the PROJECT in good condition and repair, fully habitable, and not to remove or demolish any part of the dwelling unit thereon; to complete or restore promptly and in good and workmanlike manner the dwelling unit which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished to the PROJECT; to comply with all laws affecting said PROJECT or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act thereon in violation of law.
4. The BORROWER agrees: to provide, maintain and deliver to the LENDER evidence of fire and extended coverage insurance satisfactory to the LENDER in the order and amount sufficient to permit repair or replacement pursuant to Paragraph 3 above of the balance

outstanding of this mortgage. Such insurance shall be at least 80 percent co-insurance to value and sufficient to cover any and all losses.

5. The BORROWER agrees to pay all taxes, assessments, utilities, and other expensed of the PROJECT when due, and without delinquency, and shall not permit any liens to be imposed on the PROJECT by reason of any delinquency.
6. The BORROWER agrees not to convert the dwelling unit in the PROJECT to rental, commercial, or industrial use, or any form of cooperative ownership for the period of the loan.
7. The term of this mortgage shall be until the balance due hereunder is paid in full.
8. In the event that BORROWER(S) becomes deceased, this mortgage shall become due and payable immediately upon settlement of the Estate unless the LENDER desires to make other arrangements with the heirs.
9. During the term of this mortgage, the BORROWER shall make no payments of principal or interest; PROVIDED HOWEVER, that if the BORROWER shall be in default of any of the terms or conditions of this mortgage, then the unpaid and remaining balance shall become immediately due and payable upon demand by the LENDER and, PROVIDED FURTHER, if the instance or default be the conversion of any or all said unit to rental, commercial, or industrial use, or to cooperative ownership, then the full initial amount of the deferred payment shall be due and payable immediately.
10. The deferred payment loan evidenced by this mortgage may be assigned and/or assumed only with approval of and by written agreement with the LENDER at the time such action is to take place; PROVIDED, that any and all terms and conditions shall remain in full force and effect for any assignee or successor to the BORROWER as described herein.
11. Any sale of this property after completion of this rehabilitation PROJECT will constitute a default by the BORROWER and will make remaining the principal balance due in full.
12. Any subordination of this mortgage to additional liens or encumbrances of the assignee or successor to the BORROWER shall be only upon the written consent of the LENDER. Such additional liens and encumbrances shall extend to, and include any contract for deed, land contract, or other agreement between BORROWER and his assignee or successor. Such consent to subordinate shall not be unreasonably withheld so long as the LENDER has the assurance, reasonable to the LENDER, that the provisions of this mortgage remain enforceable and are adequately secured by the PROJECT.
13. During the term of this mortgage, to assure and protect its rights in this mortgage and the PROJECT, the LENDER shall have right of access and inspection of the PROJECT and all owner's records at reasonable times and with reasonable notice to the BORROWER. Failure to properly maintain the property shall constitute default and payment in full shall be due immediately.
14. Any forbearance by the LENDER with respect to any of the terms and conditions of this mortgage in no way constitutes a waiver of any of the LENDER'S rights or privileges granted hereunder.
15. Any notice of one party to be other shall be in writing to the parties as follows:

The LENDER:
LAKE COUNTY COMMUNITY ECONOMIC
DEVELOPMENT DEPARTMENT
2293 North Main Street
Crown Point, IN 46307

The BORROWER:

The BORROWER, or his executor, in the event of the death of the BORROWER, or any assignee or successor shall notify the LENDER of any changes in the BORROWER'S name and address, or of any assignee or successor of the BORROWER.

16. The interpretation and application of the mortgage shall be in accordance with the laws and procedures of the State of Indiana as they may from time to time be amended.
17. In the event of default and non-payment of the balance due by the BORROWER, the LENDER may take such measures as may be lawful to it for the recovery of the indebtedness and including, but limited to, foreclosure and sale of the BORROWER'S right in the PROJECT and/or the assignment and collection of the rent and profits of the PROJECT.
18. Upon satisfactory completion of all terms and conditions of this mortgage by the BORROWER, or upon payment of any and all balance due, the BORROWER shall be entitled to a release and satisfaction of this mortgage by the LENDER at the LENDER'S own cost.
19. The Executive Director of the Lake County Community Economic Development Department shall have the right to waive any conditions of this Mortgage so long as the waiver does not infringe on the rights of the BORROWER under this instrument.

This mortgage is expressly created and imposed upon the above described PROJECT for the purpose of assuring the compliance of the BORROWER with terms and conditions incident to the deferred payment loan evidenced by this mortgage, such loan being exclusively for the purpose of rehabilitating, preserving, and enhancing the dwelling in the PROJECT in accordance with the rules and procedures of the Deferred Loan Rehabilitation Program of the Lake County Community Economic Development Department.

Date

Borrower

Date

Borrower

Date

Lender Designee

STATE OF INDIANA
SS: COUNTY OF LAKE

On the _____ day of _____ before me, a Notary Public, personally appeared _____ who is/are known to be the person(s) named herein and who executed the foregoing instrument and acknowledged that this was his/her/their voluntary act and deed.

My Commission Expires: _____
Notary Public

County of Residence:

L. Rehabilitation Program Deferred Payment Loan Promissory Note

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

DATE:

**REHABILITATION PROGRAM DEFERRED PAYMENT LOAN
PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned _____ (hereafter the
BORROWER), promises to pay to the order of the Lake County Community Economic
Development Department (hereafter the LENDER) or its successors, the principal sum of:
_____ 00/100 (\$ _____) payable at:

Lake County Community Economic
Development Department
2293 North Main Street
Crown Point, IN 46307

or at such other place as may be designated by the LENDER.

This Note evidences a loan by the LENDER to the BORROWER for the exclusive purpose of
rehabilitating, preserving, or enhancing the residential real estate containing one dwelling unit
occupied by the owner, located at: _____

And legally described as:

(Hereafter, the PROJECT)

This Note is secured by a Property Rehabilitation Mortgage of even date herewith in favor of the
LENDER, as beneficiary, on the above referenced PROJECT.

The term of this Note shall be until the balance due is paid in full.

During the term of this Note, the BORROWER shall make no payments of principal or interest;
PROVIDED HOWEVER, that if the BORROWER shall be found in default of any of the terms
or conditions of this Note, then the unpaid and remaining balance shall become immediately due
and payable; and PROVIDED FURTHER that if the instance of default be the conversion of any
part or all of said unit to commercial, industrial, or rental use, or cooperative ownership, then the
full initial amount of the deferred payment loan shall be due and payable. PROVIDED
FURTHER, that if there be any default in the payment of principal or interest due on any Note or

Mortgage or any encumbrance against the real estate herein, then the unpaid and remaining balance shall become immediately due and payable.

The deferred payment loan evidenced by this Note may be assigned and/or assumed only with approval of and by written agreement with the LENDER at the time such action is PROVIDED, that any and all terms and conditions shall remain in full force and effect for any assignee or successor to the BORROWER and such assignee or successor shall assume all duties and obligations of the BORROWER as described herein. AND PROVIDED, that any assignee or successor of the BORROWER shall grant for the benefit of the LENDER, a Property Rehabilitation Mortgage for the PROJECT describing terms and conditions both like unto those entered by the BORROWER and acceptable to the LENDER, AND PROVIDED FURTHER that any subordination of this Note to additional liens or encumbrances of the assignee or successor to the BORROWER shall be only upon the written consent of the LENDER. Such additional liens and encumbrances shall extend to and include any contract for deed, land contract, or other agreement between the BORROWER and his assignee or successor.

- A. Any sale of this property after completion of this rehabilitation project will constitute a default by the BORROWER, and will make the remaining principal balance due in full.
- B. Any vacation of the property by the BORROWER shall constitute default and the principal balance shall become due and payable immediately.
- C. Evidence of failure to properly maintain the home shall constitute default and the principal balance shall become due and payable immediately.
- D. Failure to insure the home for 80 percent co-insurance to value shall constitute default and the principal balance shall become due and payable immediately.
- E. Non-payment of taxes when due shall constitute default and the principal balance shall become due and payable immediately.

Any forbearance by the LENDER with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the LENDER'S rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

THE LENDER:
LAKE COUNTY COMMUNITY ECONOMIC
DEVELOPMENT DEPARTMENT
2293 North Main Street
Crown Point, IN 46307

The BORROWER:

The BORROWER, or his executor, in the event of the death of the BORROWER, shall notify the LENDER of the name and address of any assignee or successor of the BORROWER. In the event

of the death of the BORROWER the balance owing on this Note shall become due and payable immediately upon settlement of the Estate unless a written agreement is entered into by the LENDER and the assignee or successor of the BORROWER to allow the loan to continue.

The BORROWER reserves the right to prepay at any time all, or any part of the remaining balance of this Note without the payment of penalties or premiums. Payment at any time shall consist of principal balance only and no interest shall be charged on this Note.

If suit is instituted by the Lake County Community Economic Development Department on this Note, the BORROWER agrees to pay all costs of such collections, including reasonable attorney's fees and court costs.

Upon satisfactory completion of all terms and conditions of this Note by the BORROWER, or upon payment of any and all balances due, the BORROWER shall be entitled to a release and satisfaction of this Note by the LENDER at the BORROWER'S own cost. The Executive Director of the Lake County Community Economic Development Department shall have the right to waive any conditions of this note so long as the waiver does not infringe on the rights of the BORROWER under this instrument.

In witness whereof and agreement herewith the BORROWER has executed the Promissory Note:

Date/Borrower: _____

Date/Borrower: _____

Date/Lender's Designee: _____
Executive Director

STATE OF INDIANA
SS: COUNTY OF LAKE

On the ___ day of _____, before me, a Notary Public, personally appeared _____, who is/are known to be the person(s) named herein and who executed the foregoing instrument and acknowledged that this was his/her/their voluntary act and deed.

Notary Public

My Commission Expires:
County of Residence:

M. Low-Interest Rehab Loan Program Promissory Note

LAKE COUNTY COMMUNITY
ECONOMIC DEVELOPMENT DEPARTMENT

Property Address:

Low-Interest Rehab Loan Program

Loan Number: _____

Place Executed: Lake County Community Economic Development Department
2293 North Main Street
Crown Point, Indiana 46307

\$ _____ (Maximum) Date Executed: _____

FOR VALUE RECEIVED, the undersigned Borrower(s) jointly and severally promises(s) to pay to the order of the Lake County Community Economic Development Department, located at 2293 North Main Street, Crown Point, Indiana 46307 or it's successors and assigns (herein called "Lender"), the maximum principal sum of _____ 00/100 Dollars (\$ _____); or such lesser amount as may be endorsed on this Note on behalf of Lender. The loan shall bear interest on the outstanding principal balance, computed from the date of each advance by Lender to Borrower, at the rate of 3 percent per annum.

Payments of principal and interest shall be made at such place as Lender may designate in writing and according to the following schedule:

Thereafter, Interest and Principal shall be paid on the first day of each month in installments in the amount of _____ 00/100 Dollars (\$ _____) each, commencing on the first day of _____, with the final installment _____ 00/100 Dollars (\$ _____) due on _____, unless a different amount or date is endorsed on this Note by Lender. All payments on this Note shall be applied first to the interest due on this Note, and then to the principal due on this Note and any remaining amount shall be applied to late charges if any. Except as provided below, all monthly installment payments on this Note shall be credited as of the due date thereof without adjustment of interest because paid either before or after such due date.

Borrower may prepay at any time all or any part of the principal amount due on this Note without the payment of penalties or premiums, provided that Borrower is not in default under this note and the payment is identifiable as prepayment of principal. In the event of a prepayment, Lender will notify Borrower of the new date and amount of the final payment due under this Note.

IF THE BORROWER SHALL DEFAULT in the payment of any installment due under this Note, and such default is not made good prior to the due date of the next installment, the entire unpaid principal amount of this Note, together with accrued interest and late charges, shall become immediately due and payable, at the option of the Lender, without notice to Borrower.

Failure of the Lender to exercise such option shall not constitute a waiver of such default. No default shall exist by reason of nonpayment of any required installment of principal and interest, so long as the amount of optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower hereby agrees to pay Lender's costs and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on such judgments in the State of Indiana, or if there is no such maximum, at the rate of 15 percent per annum.

If any monthly installment of interest and principal, or any part of such installment, remains unpaid for a period of 10 days from its due date, the Borrower hereby agrees to pay to the Lender a late charge of 4 percent of the unpaid amount of such installment.

THIS NOTE is secured by a Mortgage duly filed for record in the County of Lake.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor. The borrower hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned Borrower(s), as of the date shown above.

Type name

Borrower

LCCEDD LENDER'S DESIGNEE

The face amount of this Note is hereby reduced to the principal sum of _____ Dollars

(\$ _____), regular monthly installment payments due under this Note are unchanged, and a new final payment of _____ Dollars (\$ _____) shall be due on _____.

STATE OF INDIANA
SS: COUNTY OF LAKE

Before me, a Notary Public, this _____ day _____, personally appeared _____ and acknowledges execution of the foregoing note.

My Commission Expires: _____

Notary Public, Lolita Davis

County of Residence: _____

N. Low-Interest Rehab Loan Program Mortgage

This Mortgage made as of the _____ day of _____ between _____, (hereinafter called, and if more than one partly jointly and severally hereinafter called "Mortgagor"), Lake County Community Economic Development Department, residing at:

ADDRESS:

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of _____ 00/100 (\$ _____), with interest thereon, which shall be payable in accordance with a certain note bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, marked "Schedule A" is annexed hereto and made a part hereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

The following described property situated in Lake County, Indiana: (LEGAL)

TOGETHER WITH all rents and other revenues thereof and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, including any after-acquired title, franchise, licenses or easements and also with all right, title and interest of the Mortgagor from time to time in and to any and all buildings and improvements thereon and all heating, lighting, plumbing, cooking, incinerating, ventilating, air conditioning, laundry and refrigerating equipment, and all elevators and motors, engines and machinery, sprinkler systems, ice boxes, storm and screen doors, screens, awnings, window shades, blinds, floor coverings, fixtures, equipment and other property now or hereafter owned by Mortgagor, or any successor in title, and attached to or used in connection with the real estate hereinabove described, AND ALSO all furnishing and articles of personal property 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, including all goods, chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner (the Mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty): all of which property, together with all and any replacements thereof, shall be deemed a portion of the security for the indebtedness herein mentioned and secured by this Mortgage;

TOGETHER, with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement), by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon

may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER, with all right, title, and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, building, other structures, fixtures, articles of personal property, awards and other rights and interest being hereinafter collectively called the "mortgaged property")

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor will pay when due, as hereinafter provided, all ground rents, if any, and all taxes assessments, water rates and other governmental charges, fines, and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien if this Mortgage is expressly subject.
3. This Mortgage and the Note were executed and delivered to secure moneys advanced, or to be advanced, by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the REPAIR CONTRACT dated _____, to or on the mortgaged property, and for such other purpose, if any, described or referred to therein, which improvements are hereafter collectively called "Improvements." The Mortgagor shall make or cause to be made all the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lockouts, acts of God, fires, floods or other similar catastrophes, riots, war or insurrection, the Mortgagee after due notice to the Mortgagor is hereby authorized (a) to enter upon the mortgaged property and employ any watchmen to protect the Improvements from depredation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements, (c) to make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee, as provided in this Paragraph, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment at the rate then prescribed in the Promissory

Note ("Note") attached hereto as "Schedule A" and incorporated herein by reference, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

4. Mortgagor shall not convert or use the property for any other purpose other than the purpose existing at the time of the signing of this mortgage. Any type of conversion, unless approved by the Mortgagee, shall constitute a default causing the remaining balance of principal and interest to be immediately due and payable in its entirety. Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will properly comply with all requirements of federal, state, and local governments, or of any departments, divisions, or bureaus thereof, pertaining to such property or any part thereof.
5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same free from the claims of all parties supplying labor or material which will enter into the construction or installation of the Improvements.
6. (a) The Mortgagor will keep all building, other structures, and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefor shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgagee is expressly subject, in which latter event certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided, and any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.

(b) In the event of loss or damage to the mortgaged property the Mortgagor will give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment hereunder for such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgagee is expressly subject; and the insurance proceeds or any part thereof is received by the Mortgagee may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the Mortgage property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignments of such right, title and interest which shall be made by the Mortgagor.

7. (a) In order more fully to protect the security of this Mortgagee, the Mortgagor shall deposit with the Mortgagee together with, and in addition to, the payment of principal and interest monthly on account of the Note secured hereby, until the Note is paid in full, an amount of money equal to the total amount of (i) ground rents, if any, next becoming due, (ii) the premiums next becoming due on the policies of fire and other hazard insurance required by this Mortgage with respect to the mortgaged property, (iii) taxes, assessments, water rates and other governmental charges next becoming due on the mortgaged property (all the foregoing amounts as estimated by the Mortgagee and set forth in a written notice of such estimate by the Mortgagee to the Mortgagor from time to time), less all amounts that may already have been paid therefor, divided by the number of calendar months to elapse before one calendar month prior to the date when such ground rents, premiums, taxes, assessments, water rates and other governmental charges, respectively, will become due and payable. If any amount referred to in clauses (i) through (iii) hereof is required to be deposited by the Mortgagor under a mortgage or similar instrument having priority over the lien of this Mortgage, the Mortgagor shall make the deposits required by this Paragraph 7 only in the event of the termination of such obligation under the prior mortgage or similar instrument. The Mortgagor shall give prompt notice in writing to the Mortgagee of the occurrence of the last-mentioned event. All such amounts so deposited with the Mortgagee shall be held by the Mortgagee, or any agent designated by it, in trust to be used only for the payment of such ground rents, premiums, taxes, assessments, water rates and other governmental charges. No interest shall be payable by the Mortgagee on any sum so deposited.

(b) All amounts required to be deposited within the Mortgagee monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the

aggregate amount thereof shall be paid by the Mortgagor to the Mortgagee in a single payment to be applied by the Mortgagee on account of the indebtedness of the Mortgagor pursuant to the Note and this Mortgage (to the extent that monies are available from the amount to deposited), in the order, any provision of the Note to the contrary notwithstanding, as follows:

FIRST, to the late charges, if any referred to in the Note;

SECOND, to the amount of such ground rents, if any, fire and other hazard insurance premiums, taxes assessments, water rates and other governmental charges required to be paid under the provisions of this Mortgage, in whatever sequence the Mortgagee may exclusively determine;

THIRD, to interest due on this Note; and

FOURTH, the remainder, to the principal due on the Note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid by the Mortgagor prior to the due date of the next such deposit payable, constitute an event of default under this Mortgage.

(c) Any excess funds that may be accumulated by reason of the deposits required under Paragraph 7(a) hereof, remaining after payment of the amounts described in clauses (i), (ii) and (iii) thereof, shall be credited to subsequent respective monthly amounts of the same nature required to be paid thereunder. If any such amount shall exceed the estimate therefore, the Mortgagor shall forthwith pay to the Mortgagee the amount of such deficiency upon written notice by the Mortgagee of the amount thereof. Failure to do so before the due date of such an amount shall be an event of default under this Mortgage. If the mortgaged property is sold under foreclosure or is otherwise acquired by the Mortgagee, after default by the Mortgagor, any remaining balance of the accumulations under Paragraph 7(a) hereof, shall be credited to the principal amount owing on the Note as of the date of commencement of foreclosure proceedings for the mortgaged property, or as of the date the mortgaged property is otherwise so acquired.

8. The Improvements and all plans and specifications therefor shall comply with all applicable municipal ordinance, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith.
9. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney-fees incurred thereby), with interest thereon from the date of such payment at the rate then prescribed in said Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest

thereon shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the mortgaged property, and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary.
11. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured or intended to be secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1896, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events;
 - (a) Failure to pay the amount of any installment of principal and interest or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;
 - (b) Nonperformance of the Mortgagor of any covenant, agreement, term, or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness;
 - (c) Failure of the Mortgagor to perform any covenant, agreement, term, or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage;
 - (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of, the Mortgagor;
 - (e) If all or any part of the mortgaged property or an interest therein (including a beneficial interest) is sold or transferred by the Mortgagor without the

Mortgagee's prior written consent – excluding (i) the creation of a lien or other encumbrance subordinate to this Mortgage, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or operation of law upon the death of a joint tenant, or (iv) the grant of any leasehold interest of three (3) years or less not containing an option to purchase – the Mortgagee may, at its sole option, declare all the sums secured by this Mortgage to be immediately due and payable. The Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, the Mortgagor and the party to whom the mortgaged property is sold or transferred execute a written assumption agreement acceptable to the Mortgagee. Notwithstanding any assumption agreement, the Mortgagor will continue to be obligated under the Note and this Mortgage unless the Mortgagee releases the Mortgage in writing that is duly recorded.

- (f) The enactment after the date of this Mortgage of any law of the State of Indiana deducting from the value of the mortgaged property (or any part thereof), for the purpose of taxation, any lien thereon, or changing in any way its laws for the taxation of mortgages or debts secured by mortgage for state or local purposes or the manner of collection of any such tax, so as to affect this Mortgage, and if after such enactment or change the holder of the Note and this Mortgage gives written notice to the Mortgagor declaring the Note and all other indebtedness secured by this Mortgage to be due and payable, because of any such enactment or change, immediately upon the expiration of thirty (30) days after such notice.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable, are in this Mortgage called "events of default."

- 12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid (if any) by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee; and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.
- 13. (a) After the happening of any default hereunder, the Mortgagor shall upon demand of the Mortgagee surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by

the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges and insurance premiums payable in connection with the mortgaged property during such years, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or either party liable for the payment of the Note and other indebtedness secured by this Mortgage.
15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.
16. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property; or of any conveyance, transfer or change in ownership of such property, or any part thereof.
17. Notice and demand or request may be made in writing and may be served in person or by mail.
18. In case of a foreclosure sale of the mortgaged property it may be sold in one parcel.
19. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.
20. The Mortgagor is lawfully seized of the mortgaged property and has good right, full power, and lawful authority to sell and convey the same in the manner above

provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

21. This Mortgage and all the covenants, agreements, terms, and conditions herein contained shall be binding upon the inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property; and shall be binding upon the inure to the benefit of the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, this Mortgage has been duly signed by the Mortgagor(s) below on or as of the day and year first above written.

Date

Homeowner

Date

Homeowner

State of Indiana

LCCEDD LENDER DESIGNEE

SS: County of Lake

Before me, a Notary Public, this _____ day of _____, personally appeared _____ and acknowledged execution of the foregoing Mortgage.

My Commission expires:

Notary Public

County of Residence: _____

O. Homebuyer Assistance Mortgage

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

Date:

HOMEBUYER ASSISTANCE MORTGAGE

The undersigned property owner(s) _____ (hereafter, the BORROWER), in consideration of the receipt of: _____ 00/100 Dollars (_____) as a Forgivable Loan from the Lake County Community Economic Development Department (hereafter, the LENDER) for principal reduction assistance for the purchase of the property containing one dwelling unit occupied by the owner, which is commonly known as

ADDRESS:

LEGAL:

Legal or equitable title to which is held by the BORROWER, hereby mortgages and warrants to Lake County Community Economic Development Department the above described property to secure the repayment of the above stated loan for which the mortgage is granted and secured by a Promissory Note date _____ subject to following terms and conditions.

<u>Affordability Provision/Recapture Provision (92.254(1))</u>	
CDBG/HOME ASSISTANCE AMOUNT	MINIMUM PERIOD OF AFFORDABILITY IN YEARS
Under \$15,000.00	5

- Such mortgage shall be in full amount of the loan given by LENDER to the BORROWER.
- The BORROWER agrees that any default on any superior lien shall be a default on this mortgage and shall render the balance due and payable including 3 percent interest per annum due hereunder at once. In the event the superior lien is FHA secured then a foreclosure or deed foreclosure or deed in lieu of foreclosure of Prior Security Deed or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restrictions.

3. The BORROWER agrees to keep the dwelling unit in good condition and repair, fully habitable, and not to remove or demolish and part of the dwelling unit thereon.
4. The BORROWER agrees: to provide, maintain and deliver to the LENDER evidence of fire and extended coverage insurance satisfactory to the LENDER in the order and amount sufficient to permit repair or replacement pursuant to Paragraph 3 above of the balance outstanding of this mortgage.
5. The BORROWER agrees to pay all taxes, assessments, utilities, and other expenses of the PROPERTY when due, and without delinquency, and shall not permit any liens to be imposed on the PROPERTY by reason of any delinquency.
6. The BORROWER agrees not to convert the dwelling unit to rental, commercial, or industrial use, or any form of cooperative ownership for the period of five (5) years.
7. The term of this mortgage shall be until the balance due is paid in full, or for a period ending on the first day of the month, first occurring five (5) years after the date of this mortgage. Unless prepaid or foreclosed, this mortgage shall be satisfied and be released by the LENDER on _____. During the term of this mortgage, the BORROWER shall make no payments of principal or interest; PROVIDED HOWEVER, that if the BORROWER shall be in default of any of the terms or conditions of this mortgage, then the unpaid and remaining balance shall become immediately due and payable upon demand by the LENDER and, PROVIDED FURTHER, if the instance of default be the conversion of any or all said unit to rental, commercial, or industrial use, or to cooperative ownership, then the full initial amount of the loan shall be due and payable.
8. Any sale of this property prior to five (5) years from the date of this mortgage will constitute a default by the BORROWER and will make the remaining principal balance due in full.
9. In the event of default and non-payment of the balance due by the BORROWER, the LENDER may take such measures as may be lawful to it for the recovery of the indebtedness and including, but not limited to
Foreclosure and sale of the BORROWER'S rights in the PROPERTY and/or the assignment and collection of the rent and profits of the PROPERTY
10. The loan evidenced by this mortgage may be assigned and/or assumed only by written agreement with the Lake County Community Economic Development Department at the time such action is to take place; PROVIDED, that any and all terms and conditions shall remain in full force and effect for any assignee or successor to the BORROWER and such assignee or successor shall assume all duties and obligations of the BORROWER as described herein.
11. For a period of five (5) years, to assure and protect its rights in this mortgage and the PROPERTY, the LENDER shall have right of access and inspection of the PROPERTY at reasonable times and with reasonable notice to the BORROWER.

12. Any forbearance by the LENDER with respect to any of the terms and conditions of this mortgage in no way constitutes a waiver of any of the LENDER'S rights or privileges granted hereunder.
13. Any notice of one party to the other shall be in writing to the parties as follows:

The LENDER: LAKE COUNTY COMMUNITY ECONOMIC DEVELOPMENT
DEPARTMENT
2293 North Main Street
Crown Point, IN 46307

THE BORROWER: NAME
ADDRESS
CITY, STATE ZIP

The BORROWER, or his executor, in the event of the death of the BORROWER, shall notify the LENDER of any change in the BORROWER'S name and address, or of any assignee or successor of the BORROWER.

14. The interpretation and application of the mortgage shall be in accordance with the laws and procedures of the State of Indiana as they may from time to time be amended.
15. Upon satisfactory completion of all terms and conditions of this mortgage by the BORROWER, or upon payment of any and all balance due, the BORROWER shall be entitled to a release and satisfaction of this mortgage by the LENDER at the BORROWER'S own cost.
16. RECAPTURE POLICY: LENDER will recapture the entire amount provided by the mortgage assistance of home programs funds from the owner for any Breach of terms of this Mortgage.

This mortgage is expressly created and imposed upon the above described PROPERTY for the purpose of assuring the compliance of the BORROWER with the terms and conditions incident to the loan evidenced by this mortgage such loan being exclusively for the purpose of principal reduction assistance in accordance with the guidelines and procedures of the Homebuyer Assistance Program of the Lake County Community Economic Development Department.

BORROWER

BORROWER

LCCEDD LENDER'S DESIGNEE

STATE OF INDIANA
SS: COUNTY OF LAKE

On the _____ day of _____ before me a Notary Public, personally appeared (Borrower name) and is to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that this was his/her voluntary act and deed.

My Commission Expires:
NOTARY PUBLIC IN AND FOR
COUNTY OF LAKE

THE STATE OF INDIANA,

P. Optional Temporary Relocation Assistance Application

Agency's Determination

_____ The home rehabilitation project does **NOT** qualify under the Optional Temporary Relocation Assistance policy for the following reason(s):

_____ The home rehabilitation project **DOES** qualify under the Optional Temporary Relocation Assistance policy and the health and safety of occupants can be in jeopardy if they remain in the home while rehabilitation work is in progress.

Signature of Inspector

Date of Decision

I (we) have been provided a copy of the Temporary Relocation Assistance Policy and understand fully the conditions, restrictions and assistance stated in the Policy and do certify that my request to participate in this Policy is a voluntary act.

I (we) certify that the temporary relocation assistance offered by this Policy is needed, and that by my, (our) signature(s) below, I (we) hereby request the assistance under the policy provided.

Signature of Owner Requesting Assistance: _____

Signature of Owner Requesting Assistance: _____

Address: _____ Phone Number: _____

This document was executed this _____ day of _____ 201_.

WITNESS: _____

Address: _____ Phone Number: _____

Executive Director, or Lake County Redevelopment Commission President Review and Approval:

Signature

Date