

EXHIBIT A
P R O M I S S O R Y N O T E

Account Number: 200833

The undersigned promises to pay to the order of Housing and Neighborhood Services, the sum of Ten Thousand Dollars (\$10,000), together with simple interest on the principal amount outstanding at the rate of zero percent (0%).

Payment of this Note shall be made as follows: [Mark the appropriate provision(s)]:

NA On demand.

NA On or before _____, at which time all principal and interest shall be paid in full:

Deferred portion:

_____ (dollar amt.) of this loan repayment will be deferred until sale, transfer, or refinance of said property. The remaining un-deferred portion of this note shall be repaid as follows:

NA In 0 monthly installments of \$0 each, beginning NA, and continuing on the same day of each month until NA, at which time a final payment of \$0 shall be due, which shall pay this Note in full, if all monthly payments have been timely made. This Note has been amortized over a period of four year(s).

XX Upon sale, transfer, or refinance of said property.

NA Insert any other payment provisions here:

If any payment pursuant to this Note is not paid when due, the entire unpaid principal and interest shall, at the option of the holder of this Note ("Holder"), become immediately due and payable. Forbearance on the part of the Holder in accelerating or pursuing collection of this Note shall not operate as a waiver of the right to do so at any future date. Upon default, the Holder shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. This Note is payable without relief from valuation or appraisal laws. This Note may be prepaid in full, or in part, without penalty. Payments shall be applied first to costs of collection, then to interest, then to principal.

Presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns and legal representatives. This Note shall be governed by Indiana Law. Time shall be of the essence. If this Note is inconsistent with any security agreement or Deferred Mortgage, the provisions of this Note shall control.

[Mark the appropriate provision(s)]:

XX The following recapture provision will be used in the event this property is sold, transferred, or refinanced prior to the expiration of the period of affordability:

1. .100% of the DPA will be deferred and payable at time of sale, transfer of title, conveyance to an heir who earns over 80% AMI and/or refinancing.
2. .No interest will be charged and homeowner will not make monthly payments.
3. .The homeowner may sell the property to any willing buyer.

NA This Note is unsecured.

XX To secure the payment of this Note, the undersigned has granted a Protective Restriction, Covenant And Limitation to Holder on real estate

described in Protective Restriction, Covenant And Limitations dated December 31, 2008.

Additional Provisions:

Default Provision: The affordability restriction may terminate upon occurrence of foreclosure or transfer of title in lieu of foreclosure or assignment of an FHA-insured mortgage to HUD. Recipients may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restriction shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing. This means if the Recipient obtains ownership in the property due to foreclosure or transfer in lieu of foreclosure or assignment of an FH-insured mortgage to HUD, the affordability period is revived according to the original time frame established in the HOME regulations.


Subordination Clause: The City of Fort Wayne will not subordinate its mortgage to any future mortgage unless the purpose of the loan secured by such future mortgage is a rate reduction applicable on to the First Mortgage. Any Borrower seeking to withdraw equity from the Property as a result of any refinancing will be required to immediately repay the City of Fort Wayne HOME Program upon such refinancing.

Payment of this Note shall be made to the Holder at Housing and Neighborhood Services, City-County Building, One Main Street, Fort Wayne, IN 46802, or at such other address as the Holder may designate to the undersigned in writing.

This Note is executed on December 31, 2008, at Fort Wayne, Indiana.


Applicant: RYAN CRAWFORD

.....
.....


Witness: _____

John D. Ashbaugh
(print your name here)

LC.LGL
Rev 11/06

This instrument prepared by Paul A. Keaton, Associate City Attorney, City of Fort Wayne, One Main Street, Suite 910, Fort Wayne, Indiana 46802.

LEGAL DESCRIPTION

Lot Number 131, in Stonefield, Section II, according to the plat thereof, recorded in Plat C, page 176, and as Document Number 97-53622 in the Office of the Recorder of Allen County, Indiana.