

36134

Policy 272806-86134 Lake Co. 2th Co.

DEED Return to:

Oscar E. Swansen
4301 Hidalgo Lane
East Chicago, Indiana

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Document is NOT OFFICIAL!

This indenture, Witnesseth that PURDUE-CALUMET DEVELOPMENT FOUNDATION, a corporation of Lake County, and

State of Indiana, Conveys and Warrants to OSCAR E. SWANSON
4301 Hidalgo Lane, East Chicago, Indiana 46312

of Lake County, Indiana, for the sum of \$100 Dollars the following described real estate in Lake County, State of Indiana, to wit: Lot 21, Block 3, plus

that portion of vacated Butler Street adjoining this Lot to the East, Prairie Park Unit #1, a sub-division in the City of East Chicago as shown on Plat Book 35, Page 7 and as corrected by Certificate of Engineer dated Oct. 11, 1961, and recorded Oct. 14, 1961 in Misc. Record 816, Pg. 6, in Lake County, Indiana.

This conveyance is made subject to all and several of the covenants and restrictions contained in "Declaration of Protective Covenants Prairie Park Unit No. 1" executed by Purdue-Calumet Development Foundation dated July 12, 1961, and recorded August 29, 1961, as Document No. 350653 in Miscellaneous Record 809, page 565 in the Recorder's Office of Lake County, Indiana and "Amended and Supplemental Declaration of Protective Covenants, Prairie Park Unit No. 1" executed by Purdue-Calumet Development Foundation dated September 11, 1961 and recorded on October 14, 1961 as Document No. 380295 in Miscellaneous Record 816, page 8 in the Recorder's Office of Lake County, Indiana, including but not limited to the following, to wit:

(a) It is hereby covenanted and agreed by and between the parties hereto, and it is a part of the consideration of this deed, that the grantee shall begin construction of the dwelling to be placed upon the premises within one year from the date of this deed; and if grantee fails to begin construction within said period, the grantee will on written demand from the grantor and tender to grantee of the purchase price, reconvey the premises to the grantor free and clear of all liens and encumbrances. If grantee fails to reconvey within 30 days from date of receipt of said written demand, then and in that event, the real estate shall revert to the grantor, its successors, or assigns, and the grantor, its successors, or assigns shall have the right of re-entry to take immediate, full, and complete possession thereof.

(b) It is hereby further covenanted and agreed by and between the parties hereto, and it is a part of the consideration of this deed, that the grantee shall complete the dwelling to be placed on the premises within two years from the date of this deed; and if grantee fails to complete the construction of said dwelling within said period, the grantee will on written demand from the grantor and tender to the grantee of the purchase price and reasonable value of improvements, if any, placed on the premises by the grantee, reconvey the premises to grantor free and clear of all liens and encumbrances. The reasonable value of improvements shall be determined solely by the Architectural Control Committee referred to in Part E of restrictions set out in said Declaration of Protective Covenants Prairie Park Unit No. 1. If grantee fails to reconvey within 30 days from the receipt of said written demand, then and in that event, the real estate together with the partially completed improvements thereon shall revert to the grantor, its successors or assigns, and the grantor, its successors or assigns, shall have the right of re-entry to take immediate, full, and complete possession thereof. Any time lost by strike, war, civil commotion, Act of God, or other causes beyond the control of the grantee shall be added to the above specified time of completion.

(c) There is hereby expressly reserved to the grantor, its successors, or assigns, the right of first refusal to repurchase said real estate together with any improvements thereon at any time within 10 years from the date of this deed for a sum equal to any bona fide offer to purchase said premises together with improvements made thereon, made to the grantee, his heirs or assigns, by any third party within said time of 10 years from the date of this deed; provided further, that in the event a bona fide offer to purchase is so made to the grantee, his heirs or assigns, by a third party, the grantor, its successors or assigns, shall exercise its right of first refusal to repurchase at said bona fide offer to purchase within 30 days from the date of receiving a written notice from the grantee, his heirs or assigns, of said offer to purchase by a third party; and provided, further, that in the event the grantee, his heirs or assigns, sells the real estate together with the improvements thereon in breach of the foregoing restriction, then and in that event, the real estate together with any improvements thereon shall revert to the grantor, its successors or assigns, the grantor, its successors or assigns shall have the right of re-entry to take immediate, full, and complete possession thereof.

As a part of and as additional consideration for the execution and delivery of this conveyance said grantee promises, covenants and agrees to perform and comply with the provisions contained in "Grading and Drainage Plan, Prairie Park Unit No. 1," dated September 4, 1961, and recorded on _____ in Book _____ page _____ in the Recorder's Office of Lake County, Indiana. In the event the grantee, their heirs, legatees, administrators, successors or assigns fail to comply with said Grading and Drainage Plan, the grantor, its successors or assigns and its agents may enter on said premises and perform such acts as required for compliance therewith and the costs and charges therefor shall be immediately due and payable from the then owner to the grantor, its successors or assigns.

This conveyance and the real estate herein concerned is subject to and Grantor herein reserves an easement and right-of-way and the exclusive right to make grants for the use thereof, over, through and across that part of said real estate described as:

A strip of land 20 feet of uniform width commencing at a point being the Southeast corner of said Lot 21 above described; thence North along the East line of said Lot 21 a distance of 117.47 feet to the Northeast corner of said Lot 21; thence West along the North lot line of said Lot 21 a distance of 20 feet; thence South to the South lot line of said Lot 21 to a point 20 feet West of the Southeast corner of said Lot 21; thence to the point of beginning;

T.S.B.

the said easement to be used for public utilities, to install, lay, erect, construct, renew, operate, repair, replace, and maintain underground gas mains, conduits, and cables and distribution transformers and transformer enclosures on foundations at approximately final grade level of surface of ground, telephone cables, and public water lines and mains for the purpose of serving the public in general with gas, electric, telephone service and water, together with the right to enter upon the said easement for utilities at all times for any and all of the purposes aforesaid, and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment.

No permanent buildings shall be placed on said easement and the Grantees herein take their title subject to the rights of the public utilities to be located thereon, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use of said easement for such public utility purposes.

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The Grantee for themselves, their heirs, legatees, administrators, successors and assigns, accept each and all of said several covenants and restrictions and agree that they shall be in all respects binding upon the real estate herein conveyed and upon themselves, their heirs, legatees, administrators, successors, and assigns.

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In Witness Whereof, the said Purdue-Calumet Development Foundation, pursuant to authority of its Board of Directors has caused the execution hereof by its duly authorized officers and the affixing hereto of its corporate seal, this 17th day of October 19 69.

ATTEST:

William J. Massey
William J. Massey Secretary

DULY ENTERED FOR TAXATION
OCT 22 1969
LAKE COUNTY

PURDUE-CALUMET DEVELOPMENT FOUNDATION

By *Thomas S. Buns*
Thomas S. Buns, Executive Director

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me a Notary Public in and for said County and State on this 17th day of October, 19 69, personally appeared the within named Thomas S. Buns and William J. Massey known to me to be the Executive Director and Asst. Secretary-Treasurer respectively, of the Purdue-Calumet Development Foundation, a corporation, who as such Executive Director and Asst. Secretary & Treasurer, respectively, for and on behalf of said corporation, acknowledged the execution of the foregoing instrument and affixed thereto the corporate seal of said corporation, as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Witness my hand and official seal **REAL ESTATE TRANSFER VALUATION AFFIDAVIT FILED**

(SEAL)
My Commission expires:

3-26-72

Carole Guy
AUDITOR, LAKE COUNTY

Elizabeth Kerr
Notary Public
Elizabeth Kerr

This instrument prepared by *Carole Guy*, Attorney

