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PIONEER NAT'L TITLE INS CO

City of E.C. Dept of Recd.

DHUD -52189
(HAO)
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CONVEYANCE IN TRUST

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the Lake County Recorder

WHEREAS, THE HOUSING AUTHORITY OF THE CITY OF EAST CHICAGO, INDIANA.

(herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions

of the laws of the STATE of INDIANA and the United States of American (herein called the "Federal Government") the United States Housing Act of 1937, as amended (42 U.S.C. 1401, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624, et seq.) entered into a certain contract

dated as of FEBRUARY 5, 1969 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the Government to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project; and

WHEREAS, as of the date of the execution of this Conveyance in Trust the Annual Contributions Contract provides for the development and operation by the

Local Authority of certain low-rent housing in the STATE

of INDIANA, County of LAKE, CITY

of EAST CHICAGO which will provide approximately 108

dwellings; and which low-rent housing will be known as (Project No. Ind 29-1)

(Project No. IND 29-2 with approximately 164 dwellings,

Project No. with approximately 150 dwellings,

and Project No. with approximately 100 dwellings); and



LAKE COUNTY
INDIANA
MAR 18 1969
RECORDED

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the Government on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the Government pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes;

NOW THEREFORE, the Local Authority for and in consideration of the premises, the sum of ONE AND NO/100 dollars (\$1.00) in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby conveys to FIRST NATIONAL BANK OF EAST CHICAGO,

INDIANA, located at 720 W. Chicago Avenue and its successors as Trustee the following described real property situated

in the STATE of INDIANA, COUNTY of LAKE, CITY of EAST CHICAGO, TO WIT:

Project No. IND 29-1, 2

Lots 22 and 23, in Block 37, in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5, page 9, in the Office of the Recorder of Lake County, Indiana,

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and all buildings and fixtures erected or to be erected thereon or appurtenant thereto, in trust for the purpose of securing the observance and performance of the covenants and agreements herein contained.

1. The Local Authority covenants with and for the benefit of the Government and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract that so long as any of said Bonds, Refunding Bonds, Permanent Notes, or interest claims appertaining thereto, or indebtedness of the Local Authority to the Government arising under the Annual Contributions Contract remain outstanding, the Local Authority will not transfer, convey, assign, lease, mortgage, pledge, or otherwise encumber or permit or suffer any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, 42 U.S.C. 1401, et seq., or (2), with the approval of the Government release any Project which has not then been financed by an issue or issues of Bonds from any trust hereby impressed: Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to the Government in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

2. The Trustee, upon the request of the Local Authority, approved by the Government, shall release from the trust impressed on such property by this Indenture, any (1) real or personal property which is determined to be excess to the needs of any Project, or (2) property, or interest therein, to be conveyed or dedicated for use as streets, alleys, or other public rights-of-way, or for the establishment, operation and maintenance of public utilities, or (3) a dwelling unit, or an interest therein, to be conveyed to a member of a tenant family, or (4) any Project which has not then been financed by an issue or issues of Bonds. The Trustee, in releasing any property pursuant to the foregoing provisions from the trust impressed thereon by this Indenture shall be entitled to rely on any request so to do made in writing, signed by an officer authorized by resolution of the Local Authority, and upon any written evidence of the approval of such request by the Government, signed by an officer of the Government, and the Trustee shall be under no obligation of any kind whatsoever arising out of the release, in accordance with the foregoing provisions, of any such property, or interest therein, from the trust impressed thereon by this Indenture, nor shall it be under any obligation to see to the proper application of the purchase price received upon the sale of such property, or interest therein, or upon the dedication of any properties.

3. When all indebtedness of the Local Authority to the Government arising under the Annual Contributions Contract has been fully paid and when all of the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolutions of the Local Authority authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, and the Local Authority shall have presented written evidence thereof in form satisfactory to the Trustee, the Trustee shall release the above described properties from the trust impressed thereon by this Indenture, and shall execute, in due form for recording, an instrument evidencing such release.

**DULY ENTERED
FOR TAXATION**

MAR 18 1970

Bartel J. Anderson
AUDITOR LAKE COUNTY

REAL ESTATE TRANSFER
VALUATION AFFIDAVIT
NOT REQUIRED

Bartel J. Anderson
AUDITOR, LAKE COUNTY

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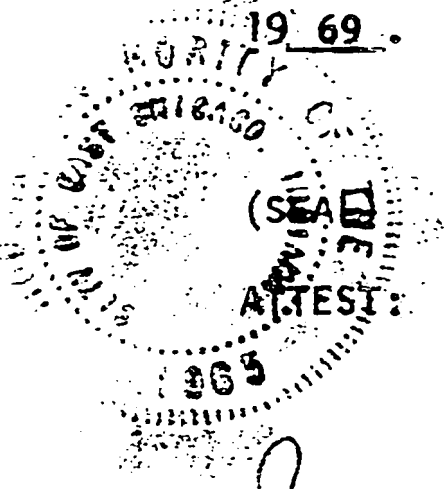
4. This Indenture shall not constitute a mortgage upon the properties herein described and nothing herein contained shall be construed to bestow upon the Trustee, or the holder or holders of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the Government) any right or right of action or proceeding by which the Local Authority might be deprived of the right to convey title to or deliver possession of any Project to the Government in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract and all conveyance of title to or delivery of possession of any Project or part thereof by the Local Authority to the Government in pursuance of said Sec. 501 or Sec. 502 of the Annual Contributions Contract shall be effective for the purpose of releasing such property from the trust impressed thereon by this Indenture: Provided, That upon the reconveyance of title to or redelivery of possession of such property by the Government to the Local Authority such property shall immediately be again impressed with the trust created by this Indenture.

5. The Trustee shall be under no obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own monies unless properly indemnified. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or default.

6. In the event of the resignation, inability or refusal to act of the party herein designated as Trustee, then the Local Authority may, with the approval of the Government, appoint a successor in trust with identical powers and authority. The Local Authority, with the approval of the Government, may likewise appoint further successors in trust in the event of the resignation, inability or refusal to act of any succeeding Trustee appointed hereunder.

IN WITNESS WHEREOF, the Local Authority and the Trustee have caused these presents to be signed in their respective names and have caused their respective seals to be hereunto affixed and attested this 19 TH day of FEBRUARY

19 69 .



ATTEST:

Ben Lesniak Jr
Secretary
Ben Lesniak, Jr.

(SEAL)

ATTEST:

Owen C. Muir
(Title)
Owen C. Muir, CASHIER

HOUSING AUTHORITY OF THE CITY
OF EAST CHICAGO, INDIANA

By George Lackey
Chairman
George Lackey

FIRST NATIONAL BANK OF
EAST CHICAGO, INDIANA
As Trustee

By Thomas J. DeGuilio
(Title)
Thomas J. DeGuilio,
Executive Vice President

50762

STATE OF INDIANA }
COUNTY OF LAKE } SS

On this 20 day of FEBRUARY, 1969, before me, Donna Steikunas, the undersigned, a Notary Public within and for said County and State, personally appeared Thomas J. DeGiulio and Owen C. Muir, Executive Vice President and Cashier, respectively, of FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA, a United States Corporation, to me personally known and known to be such officers of said FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA, and duly authorized in the premises, who acknowledged the execution and sealing of the foregoing and annexed Conveyance in Trust for themselves and on behalf of said Corporation to be their voluntary act and deed, and the voluntary act and deed of said Corporation.



(Notarial Seal)

My commission expires on the 29th day of October, 1972.

STATE OF INDIANA }
COUNTY OF LAKE } SS

On this 20th day of FEBRUARY, 1969, before me ANNETTE PAYNES, the undersigned, a Notary Public within and for said County and State, personally appeared GEORGE LACKEY and BEN LESNIAK, JR., Chairman and Secretary, respectively, of

Housing Authority of the CITY of EAST CHICAGO, Indiana, to me personally known and known to be such officers of said Authority and duly authorized in the premises, who acknowledged the execution and sealing of the foregoing and annexed Conveyance in Trust for themselves and on behalf of said Authority to be their voluntary act and deed, and the voluntary act and deed of said Authority.



(Notarial Seal)

Annette Paynes
Notary Public within and for said County and State
ANNETTE PAYNES

My commission expires on the 8th day of November, 1972.