

653523

R-50975  
Inv 267765

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of Gary, by and through its lawful designated agent, the Mayor's Office of Housing Conservation, conveys and warrants to:

DULY ENTERED  
FOR TAXATION

MAR 26 1982

FEY B. STRAUGHTER

*Lyle O. Priddy*  
AUDITOR LAKE COUNTY

of Lake County, in the State of Indiana, for the sum of Two Hundred and Fifty Dollars (\$250.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, Indiana, to-wit:

Lot 29, Block 33, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, Lake County, Indiana.

Unit 25  
Key 44-33-27

and commonly known as 744 ADAMS STREET

STATE OF INDIANA S.E. NO  
LAKE COUNTY  
FILED FOR RECORD  
MAR 29 1 21 PM '82  
WILLIAM BIELSKI JR.  
RECORDER

Subject to the following

- a) Real Estate taxes and assessments for the year 19 82, due and payable in the year 19 83, pro-rated from the date of conveyance, and for all years thereafter.
- b) Easements, restrictions, conditions, limitations and covenants on record.
- c) Zoning ordinances for the City of Gary.

Subject further to the following conditions, the breach of which will, without necessity of reentry by Grantor, cause full reversion of title and possession to Grantor at the sole option and discretion of Grantor:

- 1. Grantee(s) must bring residence on captioned realty up to minimum City of Gary Building Code Standards within sixty (60) days from date of this Deed, inclusive of building, plumbing, electrical and fire code standards.
- 2. Grantee(s) rights will allow Grantor or its agents reasonable inspection of said premises, internally as well as externally, upon reasonable notice to Grantee for purpose of insuring compliance with the above captioned conditions.
- 3. Prohibition Against Transfer. Grantee(s) may not sell or assign Grantee's interest in the real estate without the prior written consent of the Mayor's Office of Housing Conservation before fee simple title is conveyed.
- 4. Grantee(s) must comply with the terms and conditions of the Contract for Conditional Sale of Real Estate, a copy of which is attached hereto and made a part hereof.
- 5. Grantee(s) must comply with such additional terms, conditions and requirements as the Grantor may impose to assure that the purposes of the Contract for Conditional Sale of Real Estate are carried out.
- 6. Grantee(s) not to encumber, mortgage or pledge his/her/their interest in the property without prior consent of the agency.

Mail Taxes To: 379 Cleveland, GARY, IN 46402  
1089 5.50

- 7. Any and all rehabilitation work is subject to the H.U.D. Lead-Based Paint Regulations, 24 CFR Part 35. Grantor shall be responsible for inspection of the above cationed property for immediate lead-based hazards and shall maintain a certificate in the property file evidencing said inspection. Grantor shall be responsible for assuring that any existing immediate lead-based paint hazards will be eliminated, either through its own resources or through the repair program to be undertaken by Grantee(s). Grantor shall be responsible for maintaining certification as to such elimination in accord with 24 CFR 35.24 (b) (4).
- 8. Grantor hereby warrants that it has provided Grantee(s) with notification that lead-based paint is prohibited on all applicable surfaces.

These conditions to run with and be conditions for the Grantee(s) and for all who may take under Grantee(s) until such time as said conditions are fully met at which time Grantor shall convey a fee simple title to Grantee(s). All persons or entities taking by and through Grantee(s) are hereby notified of said conditions. Grantor does not warrant as to any acts or conduct or warranties of title as to any and all prior predecessors to title of Grantor but soley warrants as to the actual conduct and events concerning title matter during the time wherein Grantor held title immediately prior to this conveyance.

The undersigned persons executing this Deed on behalf of Grantor represent and certify that they are fully appointed representatives of the Grantor and have been fully empowered by the Grantor to execute and deliver this Deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 24th day of March, 19 82.

CITY OF GARY  
 BY THE  
 MAYOR'S OFFICE OF HOUSING CONSERVATION  
 BY: *Kenneth Goodwin*  
 KENNETH GOODWIN, ACTING DIRECTOR

DATE OF OCCUPANCY \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and State, personally appeared Kenneth Goodwin, Acting Director of the Mayor's Office of Housing Conservation, who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations herein contained are true.

WITNESS my hand and seal this 24th day of March, 19 82.

*Alerna Cobley*  
 NOTARY PUBLIC  
 ALERNA COBLEY

MY COMMISSION EXPIRES:

9/5/83

This instrument was prepared by R. LAWRENCE WARREN, Attorney-At-Law.