

3891M

LAWYERS TITLE INS. CORP.
7895 BROADWAY
MERRILLVILLE IND 46410

675121

SPECIAL WARRANTY DEED

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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

BENJAMIN & BETTY A. LEMON (Husband & Wife)
Tenants by the entirety

of Lake County, in the State of Indiana, for the sum of One Dollar (\$1.00) 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 8, Block 23, Resubdivision of Gary Land Company's Sixth Subdivision, in the City of Gary, as shown in Plat Book 14, page 21, in Lake County, Indiana.

44-238-9

and commonly known as 249-51 ELLSWORTH STREET

DULY ENTERED
FOR TAXATION

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JUL 19 9 53 AM '82
WILLIAM BIELSKI
RECORDER

JUL 19 1982

~~Subject~~ to the following
AUDITOR LAKE COUNTY

- a) Real estate taxes and assessments for the year 19 81 due and payable in the year 19 82, pro-rated from the date of conveyance, and for all years thereafter.
- b) Easements, restrictions, conditions, limitations and covenants of 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 reside personally in the captioned property as his/her/their principal place of residence for a period of no less than three (3) years from the date of occupancy and cannot encumber or pledge said real estate for a like period of time without the prior express written consent of Grantor.
2. Grantee(s) must bring residence on captioned realty up to minimum City of Gary Building Code Standards within twelve (12) months from date of this Deed, inclusive of building, plumbing, electrical and fire code standards.
3. Grantee(s) must carry at all times after date of this Deed and for three (3) years thereafter fire and liability insurance in the captioned dwelling real estate in a sum equal to dwellings fair market value.
4. 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, for three (3) years from date of this Deed.
5. All persons taking by or through the Grantee(s) must meet the homestead qualifications of the Grantor.
6. Grantee(s) must comply with such additional terms, conditions and requirements as the Grantor may impose to assure that the purposes of the Urban Homesteading laws are carried out.

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Handwritten initials/signature

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- 7. Grantee(s) not to convey, assign, transfer, encumber, mortgage or pledge his/her/ their interest in the property without prior consent of the agency.
- 8. Any and all rehabilitation work is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. Grantor shall be responsible for inspection of the above captioned 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).
- 9. 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). Conditions shall not be fully met until the expiration of the required three (3) year occupancy period. This period shall run from the date of occupancy. 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 solely 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 14th day of October, 19 81.

CITY OF GARY
MAYOR'S OFFICE OF HOUSING CONSERVATION

BY: *Kenneth Goodwin*
KENNETH GOODWIN, ACTING DIRECTOR

DATE OF OCCUPANCY December 20, 1981

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 8th day of July, 19 82.

Raymond Williams
NOTARY PUBLIC
Raymond Williams *Jule Cady*

MY COMMISSION EXPIRES:
May 24, 1984

This instrument was prepared by Ms. Arlene Colvin, Attorney-At-Law.