STATE OF INDIANA)	824 Broadway Street - 2nd Floor
COUNTY OF LAKE)	Gary, Indiana 46402 3 G
	CUN: Manay
/	Altr: Maney 98
791496	A South A So
	FFIDAVIT OF DEFAULT
The undersigned, being duly sworn	deposes and says:
	•
1. That she is the director of tof Housing Conservation;	the Homestead Division of the City of Gary, Office
or nousing conservation,	the Homestead Division of the City of Gary, Office
2. That on July 25	, 19 80 a Homestead property was conveyed
to Leroy Drayton & Claudia Drayton	, 19 80 a Homestead property was conveyed by Special Warranty Deed , a copy of
willen is attached as Exhibit A ar	d that said property is legally described as:
Lot 28 and the South 1	c of Lot 20 Plock 6 Cary Land Company's
Second Subdivision, in	of Lot 39, Block 6, Gary Land Company's 7 7 7 5
10, page 16, Lake Cour	nty, Indiana.
	# 44-100-70
000 E	The state of the s
and commonly known as 608 F	illmore Street
2 mbas and i	285 × 5 × 5 × 5 × 5 × 5 × 5 × 5 × 5 × 5 ×
3. That said <u>Special Warranty</u> Lake County, Indiana on the 4th	Deed was recorded in the Office of the Recorder, of day of September, 19 80 as Documen
No. 596848 F	to as bocumen
/ Mind is also as a	
to certain conditions which must be	d a reversionary interest in said real estate subject
	Tolling by Sala Homesteadel,
5. That said Homesteader has who	lly failed to comply with these conditions; specifically
said nomesteader has railed to (1)	take possession of the above-named property, (2) obtain and (4) bring property up to code within a specified
time frame, and (5) take occupancy	within a specified time frame;
ć –	
6. That said Homesteader has been tends to invoke the automatic revers	n notified by certified mail that the City of Gary in- sionary provisions of the Special Warranty Deed; and
that said notice complies with the	cen (10) days notice provision in the Special
warranty Deed ; and that the City of provisions of the Special Warrant	of Gary does hereby invoke the automatic reversionary
Special warran	ty beed .
7. That to the best of her knowle	edge there are no outstanding mortgages or liens on
said property, other than property t	axes;
8 That she makes this efficient	
induce the Chicago Title Insurance O	to transfer the title back to the City of Gary and to ompany to issue a policy of title insurance on said
real estate.	
Further deponent sayeth not. TAX	TABLE
rutther deponent sayeth not.	
FEB 7 1	Many Philindeni
Luc O F	NANCY F. VALENTINE
Subscribed and sworn to infortation	this 29th day of Adarth 1965
	day or grant and said 19 20
	Superty 11 Millian Chair
	Paulette Y. Williams NOTARY PUBLIC
	PAULETTE Y WILLIAMS NOTARY PUBLIC STATE OF INDIANA
My commission expires: 12-4-88 County of Residence: Lake	LAKE CO.
County of Residence: Lake	MY COMMISSION EXP. DEC 4.1988 ISSUED THRU INDIANA NOTARY ASSOC
	De la constant de la
This instrument was prepared by:	Arlene Colvin
= . <u>.</u> = . <u>.</u>	Law Office - City Hall

200 A STATE MENT DEED THE HSURANCE COMPANY

CHICAGO TITLE HSURANCE COMPANY

SPECIAL WARRANTY DEED LEARN SWITCH

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

LEROY DRAYTON & CLAUDIA DRAYTON (Husband & Wife)
Tenants by the entirety

of Lake County, in the State of Indiana, for the sum of One (\$1.00) Dollar 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 38 and the South ½ of Lot 39, Block 6, Gary Land Company's Second Subdivision in the City of Gary, as shown in Plat Book 10, page 16, Lake County, Indiana.

and commonly known as 608 Fillmore Street Gary, Indiana

DULY ENTERED FOR TAXATION

Subject to the following:

AUG 2 9 1980

- a) Real estate taxes and assessments, for the year back available in the year 19 77, pro-rated from the date of conveyance, auditorial conveyance, thereafter.
- b) Easements, restrictions, conditions, limitations and convenints 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) year 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.
- 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.

£250

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 thru Grantee(s) are hereby notified of such 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 as a result of any 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 and done.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 25th day of ____ July , 19 80 CITY OF GARY MAYOR'S OFFICE OF HOUSING CONSERVATION KENNETH GOODWIN, Acting Director STATE OF INDIANA) SS: COUNTY OF LAKE Before me, a Notary Public in and for said County and State, personally appeared Kenneth Goodwin, the 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 Notorial Seal this 25th day of Julie 1980 . MAOMI JERN Thomas My Commission Expires: LAKE COUNTY, IN. Mycender 20, 1981 This instrument was prepared by Ruth M. Hennage Attorney At Law

4/80