

#1-000 4245-00

RETURN TO: Mayor's Office of Housing Conservation
824 Broadway Street - 2nd Floor
Gary, Indiana 46402

Attn: Nancy

R-55297

STATE OF INDIANA)
) S.S:
COUNTY OF LAKE)

791498

AFFIDAVIT OF DEFAULT

The undersigned, being duly sworn, deposes and says:

1. That she is the director of the Homestead Division of the City of Gary, Office of Housing Conservation;

2. That on December 5, 19 77 a Homestead property was conveyed to John Christopher by Special Warranty Deed, a copy of which is attached as "Exhibit A" and that said property is legally described as:

The North 24 feet of Lot 6 and the South 14 feet of Lot 7, Block 18, Gary Land Company's Sixth Resubdivision, City of Gary, as shown in Plat Book 14, page 21, Lake County, Indiana

STATE OF INDIANA
LAKE COUNTY
RECORDS & CLERK
FEB 8 10 16 AM '85
44-2336

and commonly known as 257 Waite Street.

3. That said Special Warranty Deed was recorded in the Office of the Recorder, of Lake County, Indiana on the 21st day of November, 19 78 as Document No. 503677;

4. That the City of Gary retained a reversionary interest in said real estate subject to certain conditions which must be fulfilled by said Homesteader;

5. That said Homesteader has wholly failed to comply with these conditions; specifically said Homesteader has failed to (1) take possession of the above-named property, (2) obtain insurance, (3) pay real estate taxes, and (4) bring property up to code within a specified time frame, and (5) take occupancy within a specified time frame;

6. That said Homesteader has been notified by certified mail that the City of Gary intends to invoke the automatic reversionary provisions of the Special Warranty Deed; and that said notice complies with the ten (10) days notice provision in the Special Warranty Deed; and that the City of Gary does hereby invoke the automatic reversionary provisions of the Special Warranty Deed;

7. That to the best of her knowledge there are no outstanding mortgages or liens on said property, other than property taxes;

8. That she makes this affidavit to transfer the title back to the City of Gary and to induce the Chicago Title Insurance Company to issue a policy of title insurance on said real estate.

Further deponent says not. **NON TAXABLE**

FEB 7 1985

Nancy F. Valentine
NANCY F. VALENTINE

Subscribed and sworn in Lake County on this 29th day of January 19 85

Paulette Y. Williams
Paulette Y. Williams ----- NOTARY PUBLIC

PAULETTE Y WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
LAKE CO.
MY COMMISSION EXP. DEC 4, 1988
ISSUED THRU INDIANA NOTARY ASSOC.

NOTARY PUBLIC
LAKE COUNTY INDIANA
274

My commission expires: 12-4-88
County of Residence: Lake

This instrument was prepared by: Arlene Colvin
Law Office - City Hall

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503677

SPECIAL WARRANTY DEED

LAWYERS TITLE INS. CORP.
7895 BROADWAY
MERRILLVILLE, IND. 46410

THIS INDENTURE WITNESSETH, that the City of Gary, Department of Housing Conservation, Urban Homestead Program, CONVEYS AND WARRANTS TO

John Christopher (Single)

of Lake County, in the State of Indiana, for the sum of \$1,00 Dollar and other good and valuable consideration, the receipt of which hereby acknowledged, the following described real estate in Lake County, Indiana, to wit:

The North 24 feet of Lot 6 and the South 14 feet of Lot 7, Block 18, Gary Land Company's Sixth Resubdivision, City of Gary, as shown in Plat Book 14, page 21, Lake County, Indiana
commonly known as: 257 Waite Street

Subject to the following:

Key 44-233-6

- a) All real estate taxes and assessments for the year 1977 due and payable in the year 1978 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 herein at the sole option and discretion of Grantor herein:

1. Grantee (s) herein 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 this Deed and cannot encumber or pledge said real estate for a like period of time without the express written consent of Grantor. (prior consent)
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 of 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.

OFFICE OF THE CLERK OF THE COURT
NOV 21 1978
MERRILLVILLE, IND.

These conditions to run with and be condition for the Grantee(s) herein and for all who may take under Grantee(s) herein until time as said conditions are fully met, at which time grantor shall execute a full warranty deed to Grantee(s). All persons or entities taking by and thru grantee(s) are hereby notified of such conditions.

Grantor herein does not warrant as to any acts or conduct or warranties of title as to any and all prior predecessors to title to Grantor herein but only solely warrants as to the actual conduct and events concerning title matter as a result of and during the time wherein Grantor herein held title immediately prior to this conveyance.

DULY ENTERED
FOR TAXATION

NOV 20 1978

Jose Anselondo

AUDITOR LAKE COUNTY

1349

Transfer or profit taxes due by reason of the conveyance herein.

The undersigned person executing this Deed on behalf of Grantor represent and certify that they are duly appointed representatives of 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 5th DAY OF December 197 7.

CITY OF GARY
DEPARTMENT OF HOUSING CONSERVATION
URBAN HOMESTEAD PROGRAM
(name of Department)

(SEAL) ATTEST:

BY: *Jewell M. Ross*
Signature

Kenneth Goodwin
Asst. Director

Dept. of Housing Conservation
Printed Name, and Office.

Department

BY: *Gail H. Pugh*
Signature

Gail H. Pugh
Director

Dept. of Housing Conservation
Printed Name and Office

Department

STATE OF INDIANA)
COUNTY OF LAKE)

SS:

Before me, a Notary Public in and for said County and State, personally

Jewell M. Ross and
Kenneth Goodwin, Asst. Dir. and

Gail H. Pugh
Gail H. Pugh, Director

of _____ and _____
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 Notarial Seal this 5th day of DECEMBER, 1977.

My Commission Expires:

15 APRIL 1979

Jewell M. Ross
Signature

Printed JEWELL M. ROSS/LAKE
Notary Public

This instrument was prepared by James Stankiewicz.