

1-00042-05-00

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

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

Attn: Nancy

R-55297

FEB 3 1 38 PM '85
RUBENPH CLAY
RECORDER

STATE OF INDIANA/CS. NO.
LAKE COUNTY
PLAT BOOK 6, PAGE 15

CHICAGO TITLE INSURANCE COMPANY

3 791588

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 April 23, 19 79 a Homestead property was conveyed to Dennis E. Harvey & Sally L. Harvey by Special Warranty Deed, a copy of which is attached as "Exhibit A" and that said property is legally described as:

Lot 33, Block 42, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, Lake County, Indiana.

44-42-35

and commonly known as 728 Carolina Street.

3. That said Special Warranty Deed was recorded in the Office of the Recorder, of Lake County, Indiana on the 21st day of April, 19 80 as Document No. 581616;

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.

NON TAXABLE

Further deponent sayeth not.

FEB 7 1985

Nancy F. Valentine
NANCY F. VALENTINE

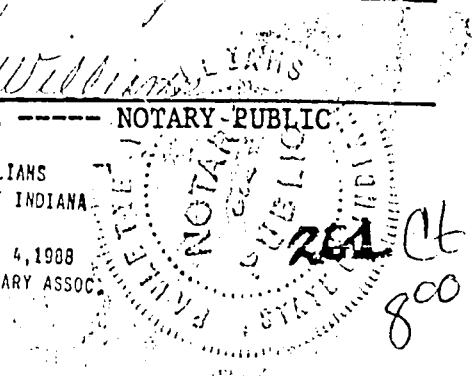
Lisa O. Priddy

Subscribed and sworn to LAKE COUNTY on this 29th day of January 19 85

Paulette Y. Williams
PAULETTE Y. WILLIAMS
NOTARY PUBLIC

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

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



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

581616

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

DENNIS E. HARVEY and SALLY L. HARVEY, (husband and wife) tenants by the entirety.

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 is hereby acknowledged, the following described real estate in Lake County, Indiana, to-wit:

Unit 25 - Key 44-42-35
Lot 33, Block 42, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 11, Lake County, Indiana

DULY ENTERED FOR TAXATION

APR 18 1980

STATE OF INDIANA
CLERK OF COURT
JAMES H. HILL
RECORDED
APR 21 9 05 AM '80

and commonly known as 728 Carolina Street

Subject to the following:

- a) Real estate taxes and assessments *for Lake County* year 19 79, due and payable in the year 19 80, 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.

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 23th day of April, 1979.

CITY OF GARY
MAYOR'S OFFICE OF HOUSING CONSERVATION

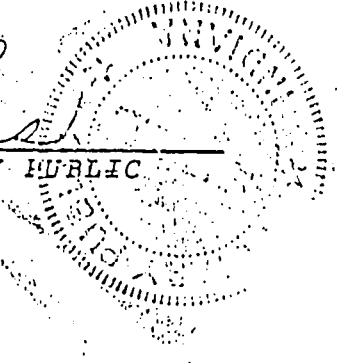
BY: *Kenneth Goodwin*
KENNETH GOODWIN, ACTING DIRECTOR

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 Notarial Seal this 23RD day of APRIL, 1979.

Jewell M. Ross
NOTARY PUBLIC
JEWELL M. ROSS



My Commission Expires:
15 APRIL 1983

This instrument was prepared by RUTH M. HENNAGE, Attorney At Law