

#1-00042-05-00

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

CHICAGO TITLE INSURANCE COMPANY
INDIAN DIVISION
STATE COURT
FILE NO. 10000

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

attn: Nancy

791589

R-55297
RUDOLPH CLAY
RECORDER
FEB 6 1 35 PM '85

3

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 11th, 19 78 a Homestead property was conveyed to Shem Avance & Bettie Avance by Special Warranty Deed, a copy of which is attached as "Exhibit A" and that said property is legally described as:

Lot 29, except the East 42 feet thereof, Block 90, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.

44-90-43

and commonly known as 573 Virginia Street.

3. That said Special Warranty Deed was recorded in the Office of the Recorder, of Lake County, Indiana on the 30th day of April, 19 79 as Document No. 526393;

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 **NON TAXABLE**

FEB 7 1985

Nancy F. Valentine
NANCY F. VALENTINE

Subscribed and sworn *before me* on this 29th day of January 19 85
AUDITOR LAKE COUNTY

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.

271
Ct 800

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

364889-100.
DND 5-20-75

Copy sent to Mayor's Office of Housing Conservation
Gary, Ind. Attn: Kelly Calender Homestead Division
SPECIAL WARRANTY DEED

GEORGE TITLE INSURANCE COMPANY
INDIANA DIVISION

526393

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 SHEM AVANCE and BETTIE AVANCE (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:

Lot 29, except the East 42 feet thereof, Block 90, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.

and commonly known as 573 Virginia Street

APR 30 9 15 AM '79
RECORDED
STATE OF INDIANA
CLERK OF SUPERIOR COURT
LAKE COUNTY

Subject to the following:

- a) Real estate taxes and assessments, for the year 1978, due and payable in the year 1979, 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 Homestead laws are carried out.

**DULY ENTERED
FOR TAXATION**

APR 27 1979

James O. ...
AUDITOR LAKE COUNTY

These conditions to run with and be conditions of 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 to Grantor but solely warrants as to the actual conduct and events concerning title matter as a result of and 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 11th day of December, 1978.

CITY OF GARY
MAYOR'S OFFICE OF HOUSING CONSERVATION

BY: *Paul H. Pugh*
MS. GAIL H. PUGH, Director

BY: *Kenneth Goodwin*
MR. KENNETH GOODWIN, Deputy Director

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared GAIL H. PUGH and KENNETH GOODWIN the Director and Deputy 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.

1978. WITNESS my hand and Notorial Seal this 11th day of DECEMBER

Jewell M. Ross
NOTARY PUBLIC
JEWELL M. ROSS

My Commission Expires:
15 APRIL 1979

This instrument was prepared by *Ruth M. Hennage*
RUTH M. HENNAGE Attorney-at-Law