

#1-8804205-00

CHICAGO TITLE INSURANCE COMPANY

3
STATE OF INDIANA)
) S.S:
COUNTY OF LAKE)

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

Attw: Nancy

R-552
RECORDER CLAY
FEB 8 1 39 PM '85

791595

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 January 24, 19 77 a Homestead property was conveyed to Aaron Lewis by Special Warranty Deed, a copy of which is attached as "Exhibit A" and that said property is legally described as:

Lot 7 and the South 1/2 of Lot 8 in Block 15 in Resubdivision of Gary Land Company's Sixth Subdivision, as per plat thereof, recorded in Plat Book 14, page 21, in the Office of the Recorder of Lake County, Indiana.

#44-236-6

and commonly known as 349-51 Bridge Street.

3. That said Special Warranty Deed was recorded in the Office of the Recorder, of Lake County, Indiana on the 23rd day of March, 19 77 as Document No. 398438;

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 sayeth not.

NON TAXABLE

FEB 7 1985

Subscribed and sworn to before me on this 29th day of January, 19 85

Lisa O. Davis
AUDITOR LAKE COUNTY

Nancy F. Valentine
NANCY F. VALENTINE

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.

276
800

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

DULY ENTERED 338488
FOR TAXATION

MAR 23 1977

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT GARY MODEL CITIES HOUSING DEVELOPMENT CORPORATION, a not-for-profit Corporation organized and existing under the laws of the State of Indiana, agent for the City of Gary, CONVEYS AND WARRANTS to MR. AARON LEWIS

4947 Melville St., East Chicago, IN.

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:

Lot 7 and the South 1/2 of Lot 8 in Block 15 in Resubdivision of Gary Land Company's Sixth Subdivision, as per plat thereof, recorded in Plat Book 14 page 21, in the Office of the Recorder of Lake County, Indiana

Key 44-236-1

Subject to the following:

a) All real estate taxes and assessments for the year 197 due and payable in the year 197 and for all years thereafter.

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LAKE COUNTY
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JAN 23 11 41 AM '77
RECORDER

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 must carry at all times after date of this deed and for three 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 years from date of this deed.

These conditions to run with and be condition for the Grantee(s) herein and for all who may take under Grantee(s) herein until such 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 of 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.

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 elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has fully corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 24th day of January, 1977 Gary Model Cities Housing Development Corporation (name of corporation)

(SEAL) ATTEST:

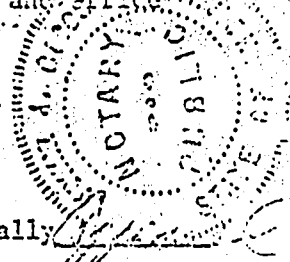
By Georgia Metcalf Signature

By Richard J. Cress Signature

Georgia Metcalf, Secretary Printed Name, and Officer

Richard J. Cress, President Printed Name, and Officer

STATE OF INDIANA)
COUNTY OF LAKE) SS:



Before me, a Notary Public in and for said County and State, personally, Georgia Metcalf and Richard J. Cress, the Secretary and President, respectively of Gary Model Cities Housing Development Corp., 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 24th day of Jan., 19 77 My Commission Expires

YVONNE J. BIGGS
NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES OCT 27 1980
ISSUED THRU INDIANA NOTARY ASSOC.

Yvonne J. Biggs Signature
Printed YVONNE J. Biggs Notary Public

This instrument was prepared by James J. Stankiewicz, attorney at law.