#1-4205 Q59417

Returne to City Of Gary

Mayor's Office Of Housing Consortation 824 Broadway Gary, Indiana 46402

996580

OCEOO CONDITIONAL DEED

THIS INDENTURE WITNESSETH, That The City of Gary, Indiana's

Mayor's Office of Housing Conservation Urban Homesteading Program conveys and warrants to Clarice R. Bills

of Lake County, in the State of INDIANA, for the sum of One Dollar (\$1.00) 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 10 and the North 24 feet of Lot 11 Blk, 7, Aetna Securities Company's First Subdivision, in the City of Gary, as shown in Plat Book 20, page 20, Lake County, Indiana

Commonly known as: 1112 Utah Street

Subject to the following:

#41-7-10

- (a) All real estate taxes and assessments for the year 87 due and payable in the year 88 and for all years thereafter.
- (b) Easements, restrictions, conditions, limitations and covenants of record.
- (c) Zoning ordinances for the City of Gary, Indiana.

Subject further to the following conditions, the breach of which BRASTO Grantor at the sole option and discretion of Grantor hereim:

- l. Grantee(s) herein must personally reside in the above described real estate as his/her/their principal place of residence for a period of not less than five (5) years from the date of this Deed. Principal place of residence is legally other place of residence and Grantee(s) shall have no (5) years thereafter. Grantee(s) shall not encumber or pledge said real estate for a like period of time without the prior written consent of Grantor.
- 2. Grantee(s) must repair all defects in the property that pose a substantial danger to health and safety within one (1) year after possession.
- 3. Grantee(s) must bring said real estate, including improvements thereon, up to minimum Section 8 Housing Code standards, which includes the building, plumbing, electrical and fire codes, within three (3) years after the date of this Deed. Electrical plumbing and heating must be completed by electrical contractors licensed by the City of Gary.
- 4. Grantee(s) must carry at all times after the date of this Deed and for five (5) years thereafter fire and liability insurance on the real estate and any improvements thereon in a sum entry of TRANSFER.
- 5. Grantee(s) shall allow Grantor or its agents the right of 1988 reasonable inspection of said premises, both internally and externally, upon reasonable notice to Grantee(s) for the purpose of ensuring compliance with the above conditions for five (5) years from the date of this Deed.
- 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.

In the event of Grantee(s)' death prior to satisfaction of all

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conditions contained in this Deed, including those concerning residency for five (5) years in the real estate, the real estate described herein shall revert back to Grantor. There shall be no reversion in cases where the real estate is held as tenants by the entirety, tenants in common or joint tenants with right of survivorship where there is a surviving tenant.

- 7. In the event that Grantee(s) meet all conditions contained in this Deed, Grantor shall execute a deed to Grantee(s) giving Grantee(s) the fee simple title to the real estate described
- 8. Grantor does not warrant the acts, conduct or warranties of predecessors of title but only warrants as to the actual conduct and events during the time where Grantor held title immediately prior to this conveyance.
- 9. Any and all rehabilitation work is subject to the HUD Lead-based Paint Regulations, 24 CFR Part 35. Grantor shall be responsible for inspection of the above captioned property for immediate lead-based hazards and shall maintain a certificate in the property file evidencing said inspection. Grantor shall be responsible for assuring that any existing immediate lead-based paint hazards will be eliminated, either through its own resources or through the repair program to be undertaken by Grantee(s). Grantor shall be responsible for maintaining certification as to such elimination in accord with 24 CFR 35.24 (b) (4).
- 10. Grantor hereby warrants that is has provided Grantee(s) with notification that lead-based paint is prohibited on all applicable surfaces.

CITY OF GARY, INDIANA MAYOR'S OFFICE OF HOUSING CONSERVATION URBAN HOME-STEADING PROGRAM

ACTING IN HIS MER OFFICIAL CAPACITY AS DIRECTOR OF THE MAYOR'S OFFICE OF HOUSING CONSERVATION

STATE OF INDIANA)

COUNTY OF LAKE

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w. dik

Witness my hand and official seal.

MARCUS L. HUBBARD

NOTARY PUBLIC STATE OF INDIANA

LAKE COUNTY

MY COMMISSION EXP. SEPT 17,1991

Marcus L. Hubbard

MY COMMISSION EXPIRES:

September 17, 1991