91009511

City of Amd Dept of Planning Tax Key No. <u>35-117-44</u>

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH: That City of Hammond by and through its Hammond Redevelopment Commission (hereinafter called "Grantor"), CONVEYS AND WARRANTS to Paul E. Howard and Sondra L. Howard, Husband and Wife (hereinafter called "Grantee") 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:

35-117-44

Lot 43, except the East 5 feet thereof and all Lot 44, Block 1, Fred R. Mott's Second Addition in the City of Hammond, as shown in Plat Book 2, page 9, in Lake County,

Common address: 1109 Costlin, Hammond, IN

AThireaDestatettaxes and lassessments for the year 1991 due and payable in the vertile? Rand fariall years thereafter.

Easements, restrictions, conditions limitations and covenants of record.

Zoning ordinances for the city of Hammond.

Subject further to the following conditions, the breathenter to the following conditions are the breathenter to the breathenter t will without necessity of reentry by Grantor cause full ACCEPTANCE FOR TRANSFER. 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 five (5) years from the date of this beed and with cannot encumber or pledge said real estate for a like period of time without the express written consent of Grantor.

2. Grantee(s) must rehabilitate residence on described premises in accordance with specification of Grantor, within twelve (12) months from date of this Deed.

- 3. Grantee must carry at all times after date of this deed and for five (5) years thereafter fire and liability insurance on the captioned dwelling real estate in a sum equal to dwellings fair market value.
- Grantee(s) will allow grantor or its agents, the rights 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 five (5) 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.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 14th day of February, 1991.

> CITY OF HAMMOND, acting by and through its Hammond Redevelopment Commission

ATTEST:

ye Vacument i Margaret Royce dames Davis, Sr. President Secretary

This Document is the property of

STATE OF INDIANA the Lake County Recorder! SS:

COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared James Davis and Margaret Royce Galvin, the President and Secretary, respectively of The Hammond Redevelopment Commission, 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 _ ebruary , 1991.

My Commission Expires

1-15-9 Notary Public EDWINA L. Resident of Kake County HOMCHO

This instrument was prepared by Cheryl T. Maimona, Attorney at law McHie, Myers, McHie & Enslen 53 Muenich Court Hammond, IN 46320

Mail Tax Bills to: Paul E. Howard and Sondra L. Howard 1109 Gostlin Hammond, IN 46324