

CITY OF GARY
MAYOR'S OFFICE OF
HOUSING CONSERVATION
824 BROADWAY
GARY, IN 46402
(219) 883-3102

Return
To

attn Valentine
CITY OF GARY
MAYOR'S OFFICE OF
HOUSING CONSERVATION
824 BROADWAY
GARY, IN 46402
(219) 883-3102

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CONDITIONAL DEED

THIS INDENTURE WITNESSETH, That The City of Gary, Indiana's Mayor's Office of Housing Conservation's Urban Homesteading Program conveys and warrants to

Rita F. Sandidge Berry & Benny Berry
(Husband and Wife)

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: DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

Lot 2, Block 8, Gary Land Company's 4th Subdivision.

Commonly known as: 1911 W. 7th Avenue #44-162-2 APR 10 1991

Subject to the following:

Anna M. Antone
AUDITOR LAKE COUNTY

(a) All real estate taxes and assessments for the year 1991, due and payable in the year 1992 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 shall be grounds for full reversion of title and possession to Grantor at the sole option and discretion of Grantor herein:

1. 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 defined to mean place of residence and Grantee(s) shall have no other place of residence from the date of this Deed and for five (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 appropriate 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 equal to the fair market value thereof.

5. Grantee(s) shall allow Grantor, or its agents, the right of 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.



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7. Grantee(s) shall have no right to a final conveyance of the city's reversionary interest in the property or to conveyance of fee simple title to the property unless Grantee(s) is/are current on his/her/their 312 loan, if applicable.

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

8. In the event that Grantee(s) meet all conditions contained in this Deed, Grantor shall execute a deed to Grantee(s) giving Grantee(s) fee simple title to the real estate described herein.

9. 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.

10. Any and all rehabilitation work is subject to 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 ensuring 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).

11. Grantor hereby warrants that it has provided Grantee(s) with notification that lead-based paint is prohibited on all applicable surfaces.

IN WITNESS WHEREOF, the said City of Gary, Indiana's Mayor's Office of Housing Conservation's Urban Homesteading Program, by its duly authorized representative, has hereunto set its hand and seal this 9th day of APRIL, 19 91.

Occupancy Date: 8-22-88



CITY OF GARY, INDIANA MAYOR'S OFFICE OF HOUSING CONSERVATION'S URBAN HOMESTEADING PROGRAM

BY: Naomi Jean Jefferson
ACTING IN HIS/HER OFFICIAL CAPACITY AS DIRECTOR OF THE MAYOR'S OFFICE OF HOUSING CONSERVATION

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County, this 9th day of April, 19 91, came Naomi Jean Jefferson, Director of the Mayor's Office of Housing Conservation, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

MARCUS L. HUBBARD
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. SEPT 17, 1991
MY COMMISSION EXPIRES:

Marcus L. Hubbard
NOTARY PUBLIC -- MARCUS L. HUBBARD

9-17-91

This instrument prepared by Arlene D. Colvin, Attorney at Law.