

92008154

Robert Smith 10119 S King Dr  
Chicago, Ill.  
35-104-21 40628  
35-104-22  
35-104-23

Tax Key No: 35-104-23

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law is hereinafter referred to as the "Urban Renewal Plan") for the East Hammond Urban Renewal Area (hereinafter referred to as the "Project") has been adopted by the City of Hammond, Indiana by and through its Hammond Redevelopment Commission on December 4, 1972, as modified on July 15, 1975, which Urban Renewal Plan as it exists on the date hereof was recorded in the Office of the Recorder of Lake County on July 22, 1975, as Document No. 308550; and

WHEREAS, pursuant to the Urban Renewal Plan and the "Redevelopment of the City of Hammond, Indiana, 1953," the City of Hammond, Indiana by and through its Hammond Redevelopment Commission is authorized to sell individual portions of land in the Project area;

NOW, THEREFORE, THIS DEED made this 3 day of December, 1991, by and between the City of Hammond, Indiana by and through its Hammond Redevelopment Commission (hereinafter referred to as the "Grantor"), acting herein pursuant to the above-mentioned Act, and Robert L. Smith and Annie L. Smith, (hereinafter referred to, as the "Grantee"),

W I T N E S S E T H:

That for and in consideration of the sum of Four (\$ 4.00 ) DOLLARS, receipt whereof is hereby acknowledged, the Grantor does by this Quit Claim Deed release and quit claim unto the Grantee, the following described land and premises, situated in the City of Hammond, County of Lake, State of Indiana, and known and distinguished as:

The east five feet of Lot 21 and all of Lots 22, 23, 24 Block 7 Morris Addition

Commonly known as:

1039 Conkey Street, Hammond, Indiana

Subject to:

- a. the lien of current real estate taxes
- b. liens, covenants and restrictions of record.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

FEB 7 1992

Annie L. Smith  
AUDITOR TAX & COUNTY

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AND, the Grantor covenants that it will convey title of the property hereby conveyed, PROVIDED, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and FIFTH, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds himself and his successors, assigns, grantees and lessees forever to these covenants and conditions, which covenants and conditions are as follows:

FIRST, the Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or approved modifications thereof;

SECOND: The Grantee shall pay real estate taxes or assessments on the property hereby conveyed, or any part thereof, when due, and shall not place thereon any encumbrance or lien other than for temporary and permanent financing of construction of the Improvements on the property hereby conveyed as provided for in the Construction Plans, approved by the Grantor in accordance with Section 5 of the Contract for Sale of Land for Private Redevelopment dated the 3 day of December, 1991, between the parties hereto (hereinafter referred to as the "Contract of Sale"), and for additional funds, if any, in an amount not to exceed the consideration herein specified, and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee have been completed;

THIRD: The Grantee shall commence promptly the construction of the aforesaid Improvements on the property hereby conveyed in accordance with the said Construction Plans, and shall prosecute diligently the construction of said Improvements to completion; PROVIDED that in any event construction shall commence within six (6) months from the date of this Deed and shall be completed within twenty-four (24) months from the date of this Deed;

FOURTH: Until the Grantor certifies that all the aforesaid Improvements specified to be done and made by the Grantee has been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor, except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed, and except as security for obtaining financing permitted by this Deed, there shall be no transfer and the Grantee shall not permit any transfer by any party owing ten (10%) percent or more of the stock of the Grantee, of such stock, nor shall there be or be suffered to be by the Grantee, any other similarly significant change in the

ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Grantee or the degree thereof, by any other method or means, including but not limited to increased capitalization, merger, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise;

FIFTH: The Grantee agrees for himself and any successor in interest not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property hereby conveyed or any part thereof, or of any Improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on the 40th annual anniversary from date of recording of Urban Renewal Plan. The covenants and agreements contained in covenants numbered SECOND, THIRD and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided, except only that the termination of the covenant numbered SECOND shall be construed to release the Grantee from his obligation to pay real estate taxes or assessments on the property hereby conveyed, or any part thereof. The covenant numbered FIFTH and SIXTH shall remain in effect without any limitations as to time.

In case of the breach or violation of:

- (a) any one of the covenants numbered SECOND, THIRD and FOURTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within sixty (60) days after written demand by the Grantor so to do with respect to covenant numbered FOURTH, and three (3) months after written demand by the Grantor so to do with respect to covenants numbered SECOND and THIRD (PROVIDED that a breach or violation with respect to the portion of covenant numbered THIRD dealing with the completion of the Improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor so to do), or any further extension thereof that may be granted by the Grantor in writing in its sole discretion; or
- (b) of any of the covenants numbered SIXTH, and in case such breach or such violation shall not be cured, ended or remedied within sixty (60) days after written demand by Grantor so to do:

then all real estate conveyed under this Deed shall cease and determine, and title in fee simple to the same shall revert to and

become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors or assigns, shall be entitled to any may of right enter upon and take possession of said property, PROVIDED that any such revesting of title to the Grantor:

1. Shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way

(i) The lien of any Mortgage or Deed of Trust permitted by this Deed; and

(ii) any rights or interests provided in the Contract of Sale for the protection of the Trustees of any such Deed of Trust or the holders of any such Mortgage; and

2. In the event that title to the said property or part thereof shall re-vest in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to re-sell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided), as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the improvements in their stead as shall be satisfactory to the Grantor, and in accordance with the uses specified for the above-described property or any part thereof in the Urban Renewal Plan. Upon such resale of the property the proceeds therefrom shall be applied:

First: to reimburse the Grantor, for all costs and expenses incurred by the Grantor, including but not limited to salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any amount derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of re-vesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent

encumbrances or liens due to obligations, defaults or acts of the Grantee, his successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the property or part thereof; any amounts otherwise owing the Grantor by the Grantee and his successors or transferees and reasonable attorney's fees; and

Second: to reimburse the Grantee, his successors or transferees, up to an amount equal to the sum of the purchase price paid by them for the property (or allocable to the part thereof) and the case actually invested by them in making any of the Improvements on the property or part thereof, less any gains or income withdrawn or made by them from this conveyance of from the property.

Any balance remaining after such reimbursements shall be retained by the Grantor.

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The Grantor shall be deemed a beneficiary of covenants numbered FIRST through SIXTH, and the United States shall be deemed a beneficiary of the covenant numbered FIFTH, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor, in the event of any breach of any such covenant, and the United States in the event of the breach of the covenant numbered FIFTH, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach to which beneficiaries of such covenants may be entitled.

Promptly after the completion of the above-mentioned Improvements in accordance with the provisions of the Construction Plans, the Grantor will furnish the Grantees with an appropriate instrument so certifying in accordance with the terms of the Contract of Sale. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract of Sale and in this Deed with respect to the construction of the Improvements and the dates for beginning and completion thereof; PROVIDED that if there is upon the property a Mortgage insured, held or owned by the Federal Housing Administration, and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such Mortgage are in fact substantially completed in accordance with the Construction Plans and are ready for occupancy, then in such event the Grantor and the Grantee shall accept the

determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the Construction Plans, and if the other agreements and covenants in the Agreement obligating the Grantee in respect of the construction and completion of the Improvements have been fully satisfied, the Grantor shall forthwith issue its certification, and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements of any part thereof.

The certification provided for in the paragraph next above shall be in such form as will enable it to be recorded in the proper office for recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in what respects the Grantee has failed to duly complete said Improvements and what measures or acts will be necessary in the opinion of the Grantor for the Grantee to take or perform in order to obtain such certification.

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The Grantor certifies that all conditions precedent to the valid execution and delivery of this Deed on its part have been complied with and that all things necessary to constitute this Deed as its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies the same by Grantee's acceptance and receipt of this Deed.

IN TESTIMONY WHEREOF, the said City of Hammond, Indiana by and through its Hammond Redevelopment Commission, has caused these presents to be signed in its name on the 3 day of December, 1991, by James Davis, Sr., its President, and attested by Margaret Royce Galvin, its Secretary.

CITY OF HAMMOND, INDIANA by and through its Hammond Redevelopment Commission

BY:

*James Davis Sr.*

JAMES DAVIS, SR.  
President

ATTEST:

*Margaret Royce Galvin*  
MARGARET ROYCE GALVIN, Secretary

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and State, personally appeared James Davis, Sr. and Margaret Royce Galvin, personally known by me to be the President and Secretary of the Hammond Redevelopment Commission who severally acknowledged that as such President and Secretary they executed the above and foregoing document as their free and voluntary act and as the free and voluntary act and deed of the City of Hammond, Indiana by and through its Hammond Redevelopment Commission, for the uses and purposes set forth therein, on this 15 day of December, 1991.

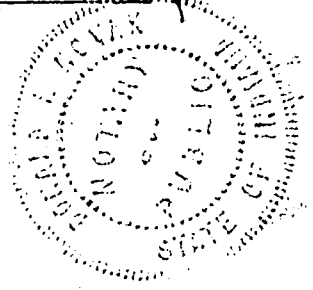
WITNESS my hand and notarial seal.

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*Donald L. Novak*  
NOTARY PUBLIC

My Commission Expires:  
County of Residence:

DONALD L. NOVAK  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXPIRES FEB. 5, 1995



This Instrument Prepared by: Charles A. Myers  
McHie, Myers & McHie & Enslin  
53 Muenich Court  
Hammond, Indiana 46320