

Mail To: Allan Fefferman
Metropolitan Builders of America, Inc.
300 West Ridge Road, Gary, Indiana 46408

WARRANTY DEED

94003043

The indenture witnesseth that CITY OF GARY, DEPARTMENT OF REDEVELOPMENT, of Gary, Lake County, in the State of Indiana, Conveys and Warrants to ALLAN FEFFERMAN, of Gary, Lake County, Indiana, for and in consideration of Eighteen Thousand Five Hundred (\$18,500.00) Dollars, the receipt whereof is hereby acknowledged, the following Real Estate in Lake County in the State of Indiana, to-wit:

Parcel Nos. 21-MD-1A - 1302-50 Broadway, 1303-51 Washington
21-MD-1C - 1429-45 Washington
21-MD-1B(2) - 1401-27 Washington

Lots 1-26 (except S. 10 feet of Lots 1 and 14), Block 10, CTL&I Company's 3rd Addition and vacated alley one west; Lots 14-20, Block 7, CTL&I Company's 3rd Addition and vacated alley one west and South 1/2 vacated 14th Avenue; Lots 21-25 (except S. 5 feet of Lot 25), Block 7, CTL&I Company's 3rd Addition and West 1/2 vacated alley one west, in the City of Gary, Lake County, Indiana. Key No. 42-78-2,3,4,5,6,7,8,9,10,11,12,16,17,18 and 20. Key No. 42-75-9,11,13,14,15,16,17, and 18.

Taxes for the year 1993, due and payable in 1994, shall be prorated as of the date of closing. Buyer to assume all subsequent taxes. DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

This conveyance is also made subject to the following conditions, covenants and restrictions, to-wit:

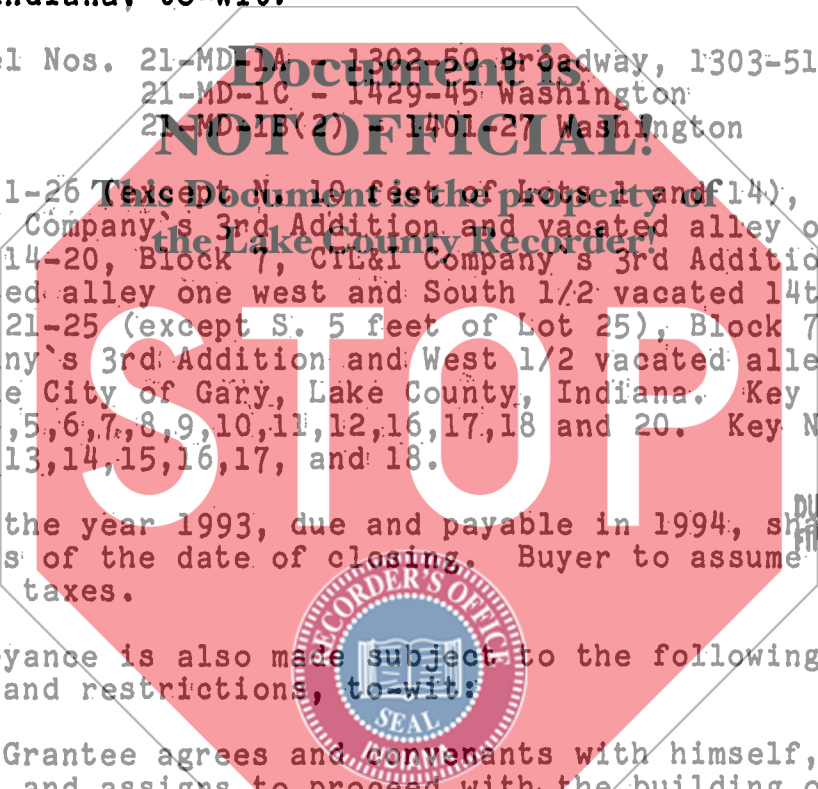
I. Grantee agrees and covenants with himself, successors and assigns to proceed with the building of the structures in accordance with the URBAN RENEWAL PLAN for the MIDTOWN-WEST NO. II URBAN RENEWAL PROJECT, which is incorporated herein by reference and which is recorded in the Office of the Recorder of Lake County, Indiana, as Document No. 298240 and Plat Book ____, Pages ____: That such construction shall commence within twelve months of the date of this conveyance and that same shall be completed within thirty-six months thereafter, provided, that if a mortgage securing money loaned to finance the Improvements, or any part thereof, is insured by the Federal Housing Administration, then the aforesaid completion time shall not apply, but instead the construction of such improvements or part thereof shall be completed within the time specified in the applicable Building Loan Agreement approved by the Federal Housing Administration; Provided, further, that the construction

EXHIBIT "1790A"

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of such Improvements or part thereof as are subject to the foregoing proviso shall in any event be completed within four years from the date of execution of such Building Loan Agreement. Grantee shall pay all 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 said Improvements, and shall not suffer any levy or attachment to be made on said property. These conditions and covenants shall run with the land and shall remain in full force and effect until a Certificate of Completion shall have been issued to Grantee and recorded in the Recorder's Office of Lake County, Indiana. Upon the recording of such Certificate, said covenants shall be of no further force and effect.

II. In addition, until said Certificate of Completion is issued, Grantee shall have no power to convey the property, or any part thereof, without the prior written consent of the Grantor, except to a Mortgagee as security for obtaining temporary and permanent financing of the construction of said Improvements.

III. Grantee, for himself and his successors and assigns and all his grantees, both immediate and remote, agrees that said real estate, when so improved as herein provided, shall be used only for use as non-residential. It is further intended and agreed that this covenant shall run with the land for a period of twenty-five years from the date hereof.

IV. Grantee, his successors and assigns agree that they will not effect or execute any agreement, lease, coveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color, or national origin in the sale, lease of occupancy thereof. Said Grantee, his successors and assigns agree that they will comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease of occupancy of said Property; and it is intended and agreed that this covenant shall run with the land and that same shall be perpetual.

V. In the event Grantee, his successors or assigns, shall breach or shall be in default or violation of any of the covenants hereinabove set forth, the Grantor, at his option, may declare all rights in and to said property forfeited and title to same shall revert to Grantor, and Grantor shall have the right to re-enter and take possession of same.

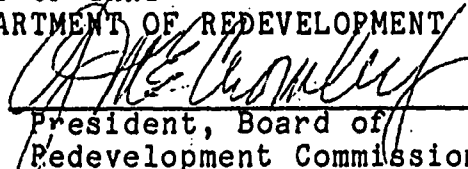
VI. Grantor shall have the right to institute such actions or proceedings (both legal and equitable) as it may deem advisable for effectuating the purposes of said covenants, including also the right of executing and recording with the


Recorder of Lake County, Indiana, a written declaration of the termination of all rights and title of the Grantee (except for such individual parts or parcels sold, and subject to such mortgage, liens and leasehold interests theretofore created) and his successors in interest and assigns, in the property, and the re-vesting of title thereto in the Grantor; provided, that any delay by the Agency in instituting or prosecuting any such action or proceedings, or otherwise assert its rights hereunder, shall not operate as a waiver of such rights or to deprive it or to limit such rights in any way; nor shall any waiver in fact made by the Grantor with respect to any specific default by the Grantee be considered or treated as a waiver of the rights of the Grantor with respect to any other defaults by the Grantee.

VII. All agreements and covenants provided in this Deed shall be covenant running with the land and shall not in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns and any successor in interest to the Grantee of the property, or any part thereof, and the owner of any other land (or of any interest in such land) in Midtown-West No. II Urban Renewal Project, which is subject to the land use requirements and restrictions of the Urban Renewal Plan for the Midtown-West No. II Urban Renewal Project, against the Grantor, its successors and assigns, to or of the property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof.

This Deed is given pursuant to the terms, covenants and conditions of a Redevelopment Agreement dated August 18, 1993, made by the parties hereto and which is incorporated herein by reference and none of the terms, covenants and conditions of which shall be deemed merged in this Deed.

IN WITNESS WHEREOF, the said CITY OF GARY, DEPARTMENT OF REDEVELOPMENT has hereunto set its hand and seal, this 6th day of October, 1993.

CITY OF GARY
DEPARTMENT OF REDEVELOPMENT
BY: 
President, Board of
Redevelopment Commissioners

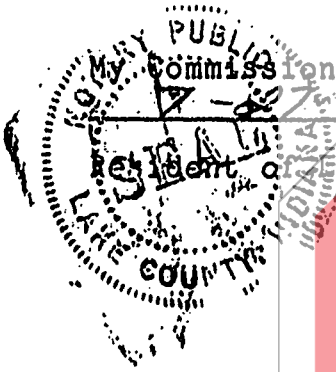
ATTEST:

Acting Secretary, Board of
Redevelopment Commissioners

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 6th day of October, 1993, personally appeared the within named Geraldine McCrowley and Bernie Culver, Jr., President and Secretary, respectively, of the (Acting Secretary) BOARD OF REDEVELOPMENT COMMISSIONERS OF THE CITY OF GARY, DEPARTMENT OF REDEVELOPMENT, and acknowledged the execution of the above conveyance as their own voluntary act and deed and as the voluntary act and deed of the said City of Gary, Department of Redevelopment, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

William C. Davis
Notary Public



THIS INSTRUMENT PREPARED BY: Julian B. Allen, Attorney at Law
437 Conn. St., Gary, IN 46402