STATE OF INDIANA LAKE COUNTY FILED FOR RECOVE

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MICHAEL A. BROWN RECORDER

## MEMORANDUM OF CONTRACT

THIS MEMORANDUM OF CONTRACT evidences the existence of a Contract, dated

|   | August 23, 2007 (the "Contract"), made by Millennium Homecrafters, Inc. as   |  |
|---|--|--|
| <u></u>   | ractor, and Ernestine Williams, as Owner of real estate located in Gary, Lake County, Indiana,   |  |
| Contractor, and Ernestine Williams, as Owner of real estate focated in Stary, Estate Starter, |  |  |
| hereinafter called the "Property".  |  |  |
| 1.  | The legal description, key no, and common address of the Property subject to the Contract is:  |  |
|   | Tarrytown 2nd Subdivision Lot 16, Block 6 in the City of Gary, Lake County, Indiana;<br>Key #25-47-0453-0016, 2165 Baker Street, Gary, Indiana   |  |
| 2.  | The amount of the Contract is: \$8,825.00. The terms of the Contract begins  |  |
| ۷.  | August 23, 2007 and ends August 23, 2012   |  |
|   | Trugust as a work and the control of |  |
| 3.  | The following agreements and covenants of the Contract, as to which third parties are to have particular notice, are set forth in abbreviated or summary form and description:   |  |
|   | (a) CONTRACTOR agrees to waive, and does hereby waive and relinquish, all right to lien  |  |
|   | upon the real estate herein above described and the building to be improved thereon in   |  |
|   | accordance with the terms of this contract. CONTRACTOR expressly agrees that no lien shall   |  |
|   | attach to the real estate.   |  |
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|   | (b) OWNER agrees to maintain the property as an owner-occupied residential property for a  |  |
|   | minimum of Five (5) years from the Memorandum of Contract (the "Affordability Period").  |  |
|   | In the event that the OWNER shall sell, transfer, or refinance the property during the   |  |
|   | Affordability Period, then the Department of Community Development shall be entitled to the  |  |
|   | return of funds paid for repair of the property, on a pro rata basis. The Department shall have a  |  |
|   | lien on the property in the contract amount.   |  |
|   |  |  |
| 4.  | The Contract contains other agreements and covenants of the parties, as set forth in an  |  |
|   | executed counterpart of it in possession of the parties. A complete copy of the Contract is on   |  |
|   | file in the Department of Community Development of the City of Gary, 201 East 5" Avenue,   |  |
|   | Suite E, Gary, Indiana 46402. Such agreements and covenants are incorporated, by this  |  |
|   | reference, in this Memorandum as though contained in full herein.  |  |
|   |  |  |
|   | SIGNED this 23 <sup>rd</sup> day of AUGUST, 2007.  |  |
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|   | $\sim$   |  |

| Millennium Homecrafters, Inc.  | Ernestine Williams   |  |  |
|--|--|--|--|
| By: CONTRACTOR   | By: Ermstine Williams OWNER  |  |  |
|  | By:  |  |  |
|  | OWNER  |  |  |
| 1111 Camelot Manor, Portage, IN  | 2165 Baker Street, Gary, IN  |  |  |
| ADDRESS  | ADDRESS  |  |  |
| STATE OF INDIANA, COUNTY OF LAKE)ss:   |  |  |  |
| Before me, a Notary Public in and for said County and State, personally appeared   |  |  |  |
| Millennium Homecrafters, Inc. and  | Ernestine Williams , who acknowledged the  |  |  |
| execution of the foregoing Memorandum of Contract, and who having been duly sworn, stated  |  |  |  |
| that the representations therein contained are true. Witness my hand and Notarial Seal this 31/4 day of 15000000000000000000000000000000000000 |  |  |  |
| Department of Cor<br>839 Broadw  | I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.  Ail To:  numunity Development ay, Suite 302 N IN 46402 |  |  |
| (Prepared by City of   | Gary Law Department)   |  |  |