

Declaration of Trust
(Development Grant Projects *)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0270
exp. 09/30/2013

Whereas, (1, see instructions) THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws or ordinances of the (2) State of Indiana, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with effective date as of (mm/dd/yyyy) (3) 03/26/1940, (herein called the Annual Contributions Contract) and a certain Development Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 01/10/1996, providing for a grant to be made by HUD to assist the PHA in financing a lower income housing project; and

Whereas, as of the date of the execution of this Declaration of Trust, the Development Project Grant Amendment and the Annual Contributions Contract cover the lower income housing project located in: (5)
City of Gary, County of Lake, State of Indiana

which will provide approximately (6) 13 dwelling units; and which lower income housing project will be known as
Project No. (7) IN011029; and

Whereas, the Project and acquisition of the site or sites thereof will have been financed with grant assistance provided by HUD.
Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Development Project Grant Amendment and Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, the following described real property situated in: (8)
City of Gary, County of Lake, State of Indiana

To Wit: (Insert legal description for the project.)(9)

LOT 26 AND THE SOUTH 20 FEET OF LOT 27 IN BLOCK 81 OF GARY LAND COMPANY'S FIRST SUBDIVISION, IN THE CITY OF GARY, INDIANA, AS PER RECORD PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 15, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1), to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in the Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of the Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, 42 U.S.C. 1437, et seq., or (2), with the approval of HUD, release the Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of the Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of the Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of the Project shall be effective to release such property from the trust hereby created.

Upon expiration of the period during which the PHA is obligated to operate the Project in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) _____

(Seal)



Terry Lynn Mims
7/18/2013

(I, see instructions)

By *M. L. D. B.* Chairperson
Attest *Margaret Cassey* Secretary
Date (mm/dd/yyyy) 7/18/2013

24498
FILED
JUL 23 2013
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR
CASH
MOM-COM
DN