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THIS FORM HAS BEEN PREPARED FOR USE IN THE STATE OF INDIANA BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, MAY CONSTITUTE THE PRACTICE OF LAW WHICH SHOULD ONLY BE DONE BY A LAWYER.

MAIL TAX BILLS TO: Continuum of Care, 839 Broadway, Suite 301 N, Gary, IN 46402.

### SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH that the CITY OF GARY, Indiana, Gary, Lake County, in the State of Indiana, Conveys and Warrants to Continuum of Care, of Lake County, Indiana for and in consideration of Ten Dollars (\$ 10.00) the receipt whereof is hereby acknowledged, the following described real estate in LAKE County, in the State of Indiana:

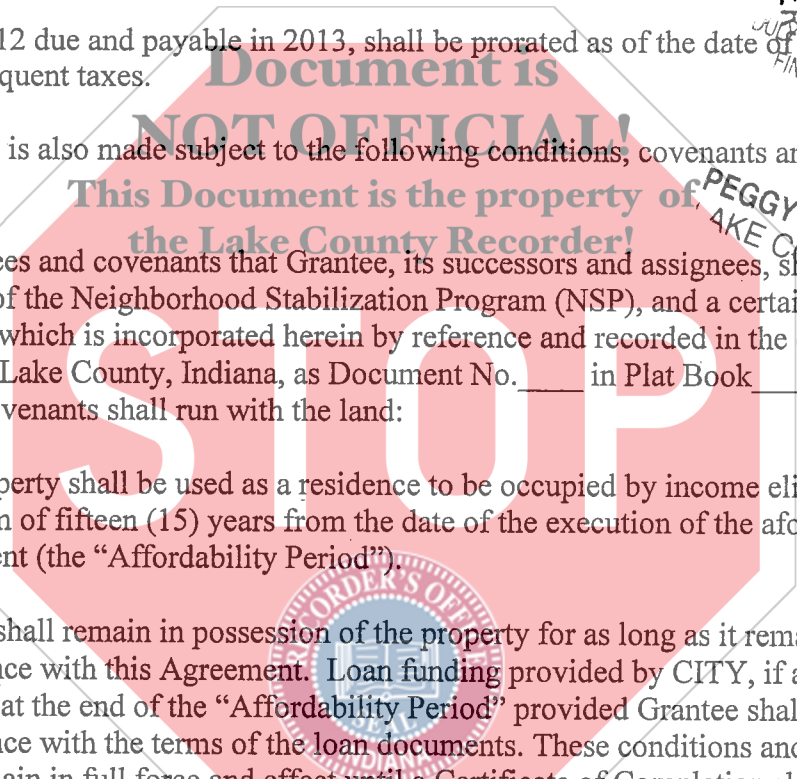
REISSIGS ADD. GLEN PARK ALL L.40 & L.41 BL.8  
Parcel No. 45-08-28-430-024.000-004  
Commonly known as 4264 Jefferson Street, Gary, IN 46408

2013 065208

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2013 SEP -5 AM 10:30  
MICHAEL J. HOLLINGA  
RECORDER  
SUPERVISOR  
FINAL ACCEPTANCE FOR TRANSFER  
SEP 05 2013

Taxes for the 2012 due and payable in 2013, shall be prorated as of the date of Closing. Buyer to assume all subsequent taxes.

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



Grantee agrees and covenants that Grantee, its successors and assignees, shall abide by the regulations of the Neighborhood Stabilization Program (NSP), and a certain Real Estate Buyout Agreement, which is incorporated herein by reference and recorded in the office of the Recorder of Lake County, Indiana, as Document No. \_\_\_\_\_ in Plat Book \_\_\_\_\_, Page \_\_\_\_\_. The following covenants shall run with the land:

1. The property shall be used as a residence to be occupied by income eligible households for a term of fifteen (15) years from the date of the execution of the aforementioned Agreement (the "Affordability Period").
2. Grantee shall remain in possession of the property for as long as it remains in compliance with this Agreement. Loan funding provided by CITY, if any, shall be forgiven at the end of the "Affordability Period" provided Grantee shall remain in compliance with the terms of the loan documents. These conditions and conveyances 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.
3. Grantee, its successors and assigns, agree that it will not effectuate or execute any agreement, lease, conveyance, 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 or occupancy thereof; Said Grantee, its successors and assigns agree that it 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 or occupancy of said Property; and it is intended and agreed that this covenant shall run with the land and that same shall be perpetual.
4. In the event Grantee, its successors or assigns, shall breach or shall be in default or violation of any of the covenants hereinabove set forth, the Grantor, at its 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.
5. 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 the rights 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

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- 6. leasehold interests heretofore created) and its successors in interest and assigns, in the property, and the reverting of title thereto in the Grantor; provided, that any delay by the Agency in instituting or prosecuting any such action or proceedings, or otherwise asserting 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.
- 7. All agreements and covenants provided in this Deed shall be covenants running with the land and shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as other 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 assign.

This Deed is given pursuant to the terms, covenants and conditions of a Neighborhood Stabilization Agreement dated \_\_\_\_\_ 2013 made by the parties hereto and which is incorporated herein by reference (and the terms, covenants and conditions of which shall be deemed merged in this Deed.)

Dated this 13<sup>th</sup> day of March, 2013

[Signature]  
 (Signature)  
Karen Freeman-Wilson  
 (Printed Name)

[Signature]  
 (Signature)  
Niquelle Allen  
 (Printed Name)

[Signature]  
 (Signature)  
M. Celita Green  
 (Printed Name)

[Signature]  
 (Signature)  
Dwayne Williams  
 (Printed Name)

STATE OF INDIANA, COUNTY OF LAKE) SS:



Before me, the undersigned, a Notary Public in and or said County and State, this 13<sup>th</sup> day of March, 2013, personally appeared K. Freeman Wilson, N. Allen, C. Green, and D. Williams and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 12.20.13  
 Resident of Duke County

Signature [Signature]  
 Printed Sophia B. Young

This instrument prepared by INGA LEWIS SHANNON, Attorney at Law, Attorney No. 19133-45

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Inga Lewis-Shannon, Attorney at Law.

**SOPHIA B. YOUNG**  
**SEAL**  
 Notary Public, State of Indiana  
 My Commission Expires Dec. 20, 2013