

3

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 055500

2016 AUG 16 AM 10:16

Warranty Deed Restriction

MICHAEL B. BROWN

THIS RESTRICTION is executed by IN-PACT, INC. hereafter referred to as "Borrower" in accordance with the Agreement for CHDO Activities hereinafter "Agreement", between IN-PACT, INC. and the Lake County Community Economic Development Department, hereinafter, "LCCEDD", dated this 5th day of August 2016 hereby agrees that the real estate described as follows:

SEE ATTACHED LEGAL DESCRIPTION "EXHIBIT A"

Tax Key Number: 45-09-31-152-008.000-18

Commonly Known as 1487 West 4<sup>th</sup> St., Hobart, IN. 46342 shall be restricted in use as rental housing in accordance with the aforesaid Agreement and the provisions of 24 CFR 92.252 as said regulations may be amended by the U.S. Department of Housing and Urban Development from time to time.

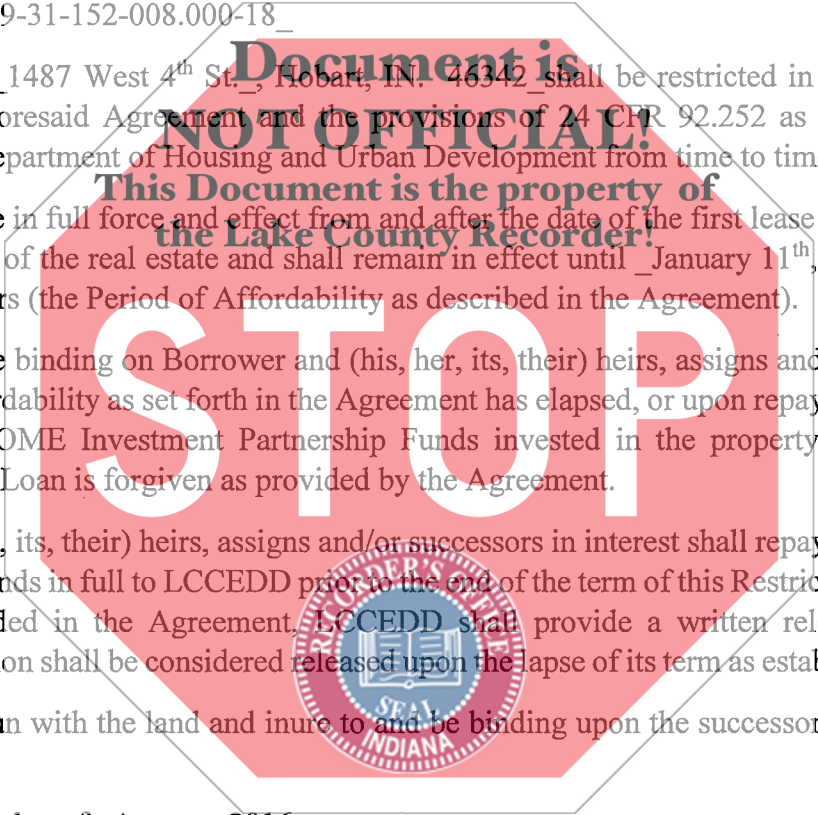
Said Restriction shall be in full force and effect from and after the date of the first lease agreement of January 11<sup>th</sup>, 2006 on the use of the real estate and shall remain in effect until January 11<sup>th</sup>, 2021 which is a period of fifteen (15) years (the Period of Affordability as described in the Agreement).

This Restriction shall be binding on Borrower and (his, her, its, their) heirs, assigns and/or successors in interest until the Period of Affordability as set forth in the Agreement has elapsed, or upon repayment to the LCCEDD of the total amount of HOME Investment Partnership Funds invested in the property when required by said Agreement, or until the Loan is forgiven as provided by the Agreement.

If Borrower, or (his, her, its, their) heirs, assigns and/or successors in interest shall repay said HOME Investment Partnership Program Funds in full to LCCEDD prior to the end of the term of this Restriction, or upon forgiveness of said Loan as provided in the Agreement, LCCEDD shall provide a written release of this Restriction. Otherwise, this Restriction shall be considered released upon the lapse of its term as established in the Agreement.

This Restriction shall run with the land and inure to and be binding upon the successors in title of the parties to this Restriction.

EXECUTED this 5th day of August 2016.



*Herbert Grulke*

Herbert Grulke, Executive Director & CEO  
IN-PACT, INC.

**FILED**

AUG 16 2016

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

20-  
LCCED  
CA

004540

STATE OF INDIANA  
COUNTY OF LAKE

)  
) SS:  
)

Before me, a Notary Public in and for said County and State, this 5<sup>th</sup> day of August, 2016, personally appeared \_\_\_\_\_, and acknowledged the free and voluntary execution of the above and foregoing Deed Restriction.

Witness my hand and notarial seal.

**Document is NOT OFFICIAL!**

Signed: Louisa Davis  
Printed: Louisa Davis, Notary Public  
Residing in Lake County, Indiana  
My Commission Expires: Feb 22, 2018

**STOP**

RECORDER'S OFFICE  
Alexander Kutanovski  
Attorney at Law  
1504 N. Main Street  
Crown Point, IN 46307

Notary Public, State of Indiana  
County of Lake  
My Comm. Expires Feb 22, 2018  
LOUISA DAVIS

*[Signature]*

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

This instrument prepared by:

EXHIBIT A  
Legal Description

Lot 57, Greenwood Terrace 2<sup>nd</sup> Addition, Unit 7, Hobart, Indiana as recorded in Plat Book 43, Page 149, in the  
Office of the Recorder, Lake County, Indiana

