

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

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SPECIAL WARRANTY DEED

2017 082475

THE INDENTURE WITNESSETH that the CITY OF GARY COMMUNITY DEVELOPMENT DEPARTMENT in Gary, Lake County, State of Indiana, Grantor, Conveys and Warrants to the Continuum of Care, Grantee, 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, to-wit:

Lots Numbered Seventeen (17) and Lots Numbered Eighteen (18) in Block 7 in Reissig's Addition to Glen Park, as per plat thereof, recorded in Plat Books 3, Page 99, in the Office of the Recorder of Lake County, Indiana,

Common address: 4259 Jefferson Street, Gary, IN 46408
Key Number: 45-08-28-431-010.000-004

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2017 DEC -5 PM 2:10
MICHAEL B. BROWN
RECORDER

Subject to taxes for the year 2016 due and payable in May and November, 2017, and thereafter, and subject to easement and restrictions of record.

Grantor makes this conveyance subject to the following conditions, covenants and restrictions which shall run with the land; 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 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. This 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. In the event Grantee does not use the property for the benefit of income eligible households Grantor shall declare all rights in and to said property forfeited and title to the property shall revert to Grantor. Grantor shall have the right to re-enter and take possession of same.
3. Grantee agrees 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 agrees 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. 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, or subject to mortgage, liens and ^{25.} ₁₀₄₆ ₈ ~~other~~ interests heretofore created), in the property, and the reverting of title

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

029513

DEC 05 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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.

- 5. 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.

Dated this 2nd day of November, 2016.

Niquelle Allen Winfrey
(Signature)

Niquelle Allen Winfrey
(Printed Name)

Karen Freeman Wilson
(Signature)

Mayer Karen Freeman Wilson
(Printed Name)

M. Celita Green
(Signature)

M. Celita Green
(Printed Name)

LaKisha O'Nider
(Signature)

LaKisha O'Nider
(Printed Name)



STATE OF INDIANA, COUNTY OF LAKE SS:

Before me, the undersigned, a Notary Public in and or said County and State, this 2 day of Nov, 2016 personally appeared _____, and _____ 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: Oct. 14, 2017

Resident of Lake County



Carrie V. Perkins
(Signature)
Carrie V. PERKINS
(Printed Name)

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.