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2019 Nov 5

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B BROWN  
RECORDER

MERIDIAN TITLE

FILE # 19-20793

TYPE OF DOCUMENT:

**Document is NOT OFFICIAL!**  
*Sub-Agreement*

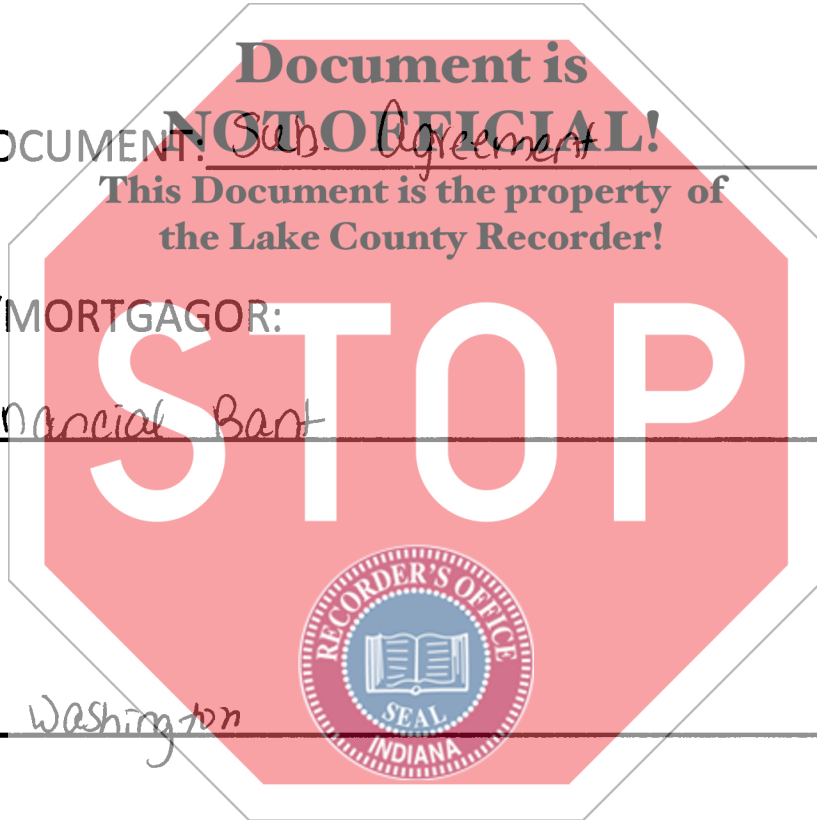
**This Document is the property of the Lake County Recorder!**

GRANTOR/MORTGAGOR:

First Financial Bank

GRANTEE:

Chevroen Washington



PROPERTY ADDRESS: 715 W. 41st Ave. Gary In. 46408

*25-217  
6782*

First Financial Bank

Borrower: CHEVROEN WASHINGTON

Loan Number: \_\_\_\_\_

### Subordination Agreement

THIS SUBORDINATION AGREEMENT, made and entered into as of 10-24-19, 2019, by and among **FIRST FINANCIAL BANK**, an Ohio state chartered bank (hereinafter called the "Lender"), the City of Gary, Indiana (hereinafter referred to as the "City"), and CHEVROEN WASHINGTON, (hereinafter referred to as the "Borrower").

#### RECITALS

A. The City and Borrower have entered into a certain Dollar Home Purchase Agreement dated February 20, 2019, (the "Purchase Agreement") and a Special Warranty Deed recorded on September 3, 2019 at Book \_\_\_\_\_, Page \_\_\_\_\_/Instrument No. 2019 059757 in the Lake County, Indiana land records) (the "Deed"), covering premises located at 715 W. 41<sup>st</sup> Avenue, more accurately described on Exhibit A attached hereto, made a part hereof and incorporated herein by reference (the "Premises");

*SEE ATTACHED SCHEDULE B*

B. Lender has made a loan or other financial accommodations to Borrower secured by an Open-End Mortgage and Security Agreement (the "Mortgage") granted by Borrower to Lender conveying a first lien encumbering the Premises, said Mortgage to be filed and recorded in the land records of Lake County, Indiana; and

C. The City maintains certain interests in the Premises as set forth in the Purchase Agreement and the Deed (a copy of which is attached hereto as Exhibit B).

D. The Mortgage and financial accommodations of Lender to Borrower are made upon the condition that the Purchase Agreement and the Deed, and the rights and interests of the City thereunder, be junior to and subordinate to the lien and operation of, and subject to the terms of, the Mortgage in every respect; and

E. The parties hereto desire that the Purchase Agreement and the Deed, and the rights and interests of the City thereunder, be junior to and subordinate to the lien and operation of, and subject to the terms of, the Mortgage in every respect.

NOW, THEREFORE, the parties agree as follows:

1. The City acknowledges that the Purchase Agreement and the Deed, and the rights and interests of the City thereunder, are and shall be subject to, inferior to, and subordinate to the Mortgage, and the rights and interests of Lender thereunder, and to the lien and operation of the Mortgage as it affects the Premises in every respect, and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.

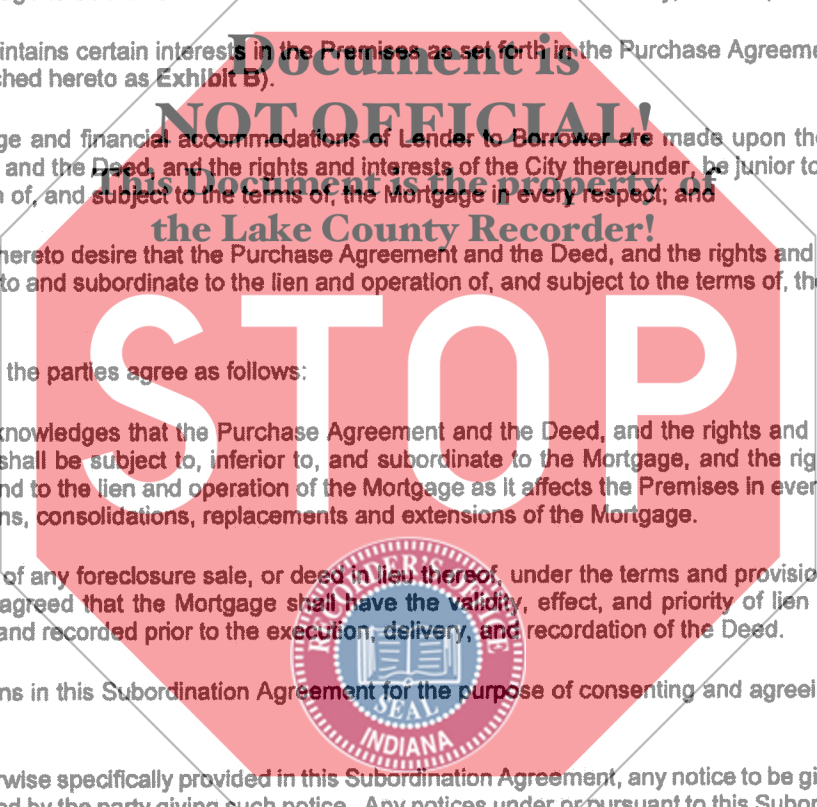
2. In the event of any foreclosure sale, or deed in lieu thereof, under the terms and provisions of the Mortgage, it is understood and agreed that the Mortgage shall have the validity, effect, and priority of lien as if the same was executed, delivered, and recorded prior to the execution, delivery, and recordation of the Deed.

3. Borrower joins in this Subordination Agreement for the purpose of consenting and agreeing to the provisions hereof.

4. Unless otherwise specifically provided in this Subordination Agreement, any notice to be given hereunder shall be in writing and signed by the party giving such notice. Any notices under or pursuant to this Subordination Agreement shall include Borrower's name and the loan number, and shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service, addressed as follows:

HOLD FOR MERIDIAN TITLE CORP

*19-20793*



- a. If to Lender: First Financial Bank  
255 East Fifth Street, Suite 700  
Cincinnati, Ohio 45202
- b. If to the City: City of Gary, Department of Community Development  
401 Broadway, Suite 300  
Gary, IN 46402
- c. If to Borrower: CHEUROEN WASHINGTON  
715 W 41ST AVE  
GARY, IN 46408

or at such other address or addresses as the party changing its address shall have given notice to the other parties.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. Lender may cause this Subordination Agreement to be filed and/or recorded in the land records of Lake County, Indiana.

7. The City and Borrower represent and warrant that they have not transferred, assigned, or otherwise conveyed their respective rights under the Purchase Agreement and the Deed, and that they have the sole right and authority to subordinate such rights to the Mortgage.

8. The City and Borrower have full legal right, power, and authority to enter into this Subordination Agreement and have duly authorized the execution, delivery, and performance hereof.

9. This Subordination Agreement constitutes the legal, valid, and binding agreement of Lender, the City and Borrower, and is enforceable in accordance with its terms.

10. Each and every supplement or amendment to this Subordination Agreement must be in writing and signed by Lender, the City and Borrower.

11. This Subordination Agreement shall inure to the benefit of Lender and its successors and assigns, and shall bind the City and Borrower and their respective successors and assigns.

12. In the event that there is more than one Borrower, then each and every reference to any and all representations, warranties, covenants, and undertakings of Borrower herein shall be deemed to apply to each of the undersigned, jointly and severally.

13. This Subordination Agreement is delivered in, is intended to be performed in, will be construed and enforceable in accordance with and governed by the internal laws of, the State of Indiana, without regard to principles of conflicts of law. The City and Borrower agree that the state and federal courts in the County where Lender is located or any other court in which Lender initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Subordination Agreement, the Deed, and the Mortgage, and that service of process in any such proceeding shall be effective if mailed to the parties at the addresses set forth herein.

14. In the event that any term or provision of this Subordination Agreement is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable requirements of law by a court of competent jurisdiction and venue, that determination will not impair or otherwise affect the validity, legality, or enforceability of the remaining terms, provisions, and conditions hereof, which will be enforced as if the unenforceable term or provision were deleted; provided, however, that the parties will negotiate in good faith to, and a court of competent jurisdiction and venue may, replace such illegal, invalid, or unenforceable provision with a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, Lender, the City, and Borrower have executed this Subordination Agreement to be effective as of the day and year first above written.

LENDER:  
FIRST FINANCIAL BANK

By: Jessica Slaughter  
Name: Jessica Slaughter  
Title: Underwriting Mgr.

State of KY )  
County of Jefferson ) ss:

Before me, the undersigned, a Notary Public, personally appeared Jessica Slaughter, the Underwriting Manager of First Financial Bank, an Ohio state chartered bank, and acknowledged execution of the foregoing instrument on behalf of First Financial Bank this 29 day of Oct 2019.

MMCC  
Notary Public  
Michael McCue  
Printed

My Commission Expires:  
2-5-23

My County of Residence is:  
Jefferson

MICHAEL MCCUE JR  
NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
MY COMMISSION EXPIRES 02-05-2023



THE CITY OF GARY, INDIANA:  
Community Development Department  
By: Arlene Colvin  
Name: Arlene Colvin  
Title: Director

State of Indiana )  
County of Lake ) ss:

Before me, the undersigned, a Notary Public, personally appeared Arlene Colvin, Director of the Community Development Department and acknowledged execution of the foregoing instrument on behalf of the City of Gary, Indiana this 8th day of October 2019.

Carrie Lee Perkins  
Notary Public  
Carrie Lee Perkins  
Printed

My Commission Expires:  
Aug. 30, 2025

My County of Residence is:  
Lake

CARRIE LEE PERKINS  
Notary Public, State of Indiana  
Lake County  
My Commission Expires  
August 30, 2025

BORROWER:

Chris Worley

By: CHEVROEN WASHINGTON

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of IN )  
 ) ss:  
County of LAKE )

Before me, the undersigned, a Notary Public, personally appeared CHEVROEN, the BUYER of WASHINGTON, a(n) WASHINGTON, and acknowledged execution of the foregoing instrument on behalf of \_\_\_\_\_ this 21 day of Oct 2019

Laura J. Brasovan  
Notary Public

My Commission Expires:  
7-20-22

LAURAJ BRASOVAN  
Printed

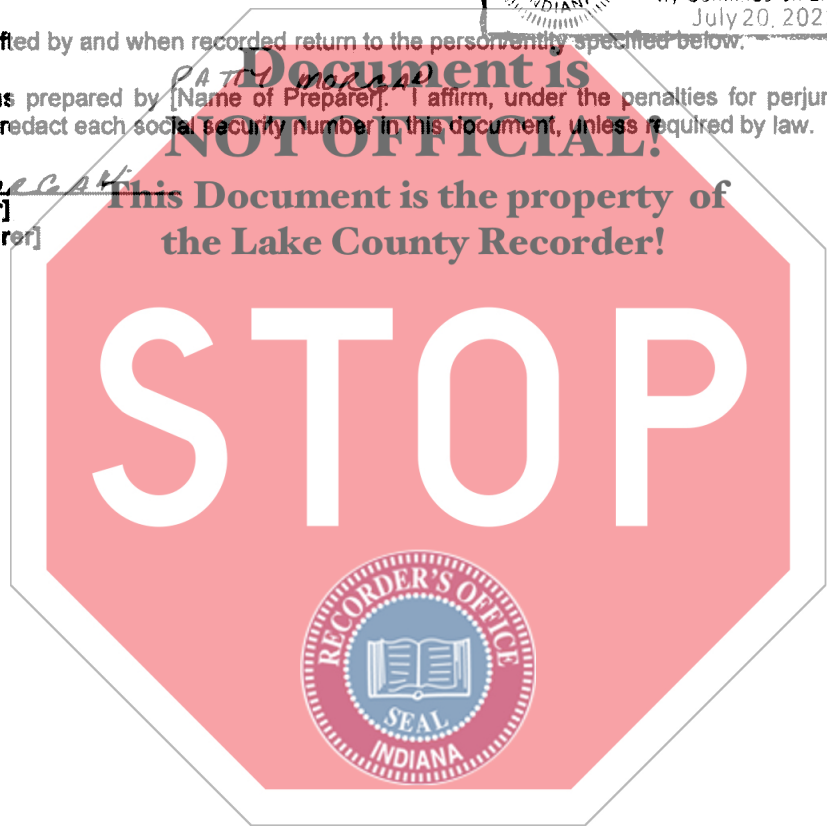
My County of Residence is:  
LAKE



This instrument drafted by and when recorded return to the person(s) specified below.

This instrument was prepared by PATTY MORCART [Name of Preparer]. 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.

PATTY MORCART  
[Name of Preparer]  
[Address of Preparer]





SCHEDULE 6

**DOLLAR HOME PURCHASE AGREEMENT**

THIS AGREEMENT is entered into this 27<sup>th</sup> day of December, 2018 by and between the City of Gary, Community Development Department (hereinafter referred to as "City") and Chevroen Washington, (hereinafter referred to as the "Buyer").

**WITNESSETH:**

That Whereas, the City and the Buyer desire to enter into an Agreement whereunder the City conditionally conveys a home to the Buyer; and

Whereas, said conveyance shall contain certain provisions whereby Buyer, under prescribed conditions, may become the owner in fee simple of said home.

Now, Wherefore, in consideration of the mutual covenants contained herein, it is agreed that:

1. City, upon assurance of the qualification and financial ability of said Buyer to restore said premises to the City housing code standards, shall conditionally convey by Conditional Deed to Buyer the property described in Section 2 herein.
2. City shall conditionally convey to Buyer, together with the improvements thereon and subject to any easements and/or restrictions of record, if any, the following property commonly known as 715 West 41<sup>st</sup> Avenue, located in the City of Gary, County of Lake, State of Indiana and legally described as follows:  
**This Document is the property of  
the Lake County Recorder  
Key # 45-0828-001-016-000-004  
Common Address: 715 West 41<sup>st</sup> Avenue, Gary, Indiana 46408  
RESUB. PT. BLK'S. 1 & 2 HIGHLAND PARK ADDITION L. 5 BL. 2 W.  
20FT. L.4 BL.2**
3. **Purchase Price:** As the purchase price for the above described real estate, Buyer agrees to pay City the sum of One Dollar (\$1.00).
4. **Title Work:** Any title work shall be at the expense of the Buyer, provided however, that the cost of additional title work necessitated by the acts or omission of the City, shall be borne by the City.
5. **Conditional Deed:** The conditional deed used to conditionally convey to Buyer shall be subject to a pro-rated share of the current year's taxes, special assessments not yet due, and the conditions of this Agreement.

1. Repair, rebuild or demolish the home on said property with insurance proceeds; or
  2. Reimburse Buyer for labor and for the cost of any materials incurred in the rehabilitation of the property, paying the balance, if any, to City. Buyer assumes all risk and responsibility for accidents or damage to person(s) or property arising from use of the real estate.
- g. Any and all rehabilitation work is subject to the HUD lead based paint regulations, 24 CFR Part 35. City shall be responsible for inspection of the above captioned property for immediate lead based hazards and shall maintain a certificate in the property file evidencing said inspection. Buyer shall be responsible for assuring that any existing immediate lead based paint hazards will be eliminated.
- h. City hereby warrants that it has provided Buyer(s) with notification that lead-based paint is prohibited on all applicable surfaces.

9. **Reversion:**

A. If Buyer fails, neglects or refuses to perform any of the provisions, terms and conditions as required under this Agreement, City shall have the right to:

**NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder.  
**STOP**  
i. Declare this Agreement forfeited and terminated, and upon such declaration, all right, title, and interest of Buyer in and to the real estate shall immediately cease and Buyer shall be considered as a tenant holding over without permission. City shall be entitled to re-enter and take immediate possession of the real estate and to evict Buyer and all persons claiming under him/her.

ii. File in court of competent jurisdiction an action to have this Agreement forfeited and terminated and to recover from the Buyer all or any of the following:

- a. Possession of the real estate;
- b. Due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Agreement;
- c. The reasonable cost of repair of any physical damage or waste to the real estate other than damage caused by ordinary wear and tear, acts of God or public authorities;
- d. Any other amounts which Buyer is obligated to pay under this Agreement.

B. In addition to any remedy under this Agreement, City shall have such other remedies as are available under the law or in equity.

to the City. There shall be no reversion in cases where the property is held as tenants by the entirety, tenants in common or joint tenants with right to survivorship where there is a surviving tenant.

14. Fee Simple Title: When Buyer has fully complied with the terms of this Agreement, City shall convey to Buyer a fee simple interest in the property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 27th day of December 2018.

DATE: 1/15/19

BUYER  
BY: *Chevron Washington*  
BUYER

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF INDIANA )

COUNTY OF LAKE )

**Document is NOT OFFICIAL!**

Before me, the undersigned, a Notary Public in and for said County of Lake and State of Indiana, this 27<sup>th</sup> day of December, 2018, personally appeared Chevron Washington as ~~BUYER~~, and acknowledged the execution of the foregoing Dollar Home Purchase Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

*Adrian Yates*  
NOTARY PUBLIC

My Commission Expires:

April 9, 2026





**ADDENDUM I**

This document designated as Addendum I, is hereby incorporated by reference into the "Dollar Home Purchase Agreement" and is made a part thereof as if it had been an original part of said Agreement.

- A. Date of Occupancy shall be no later than December 27, 2019.
- B. The following is a list of rehabilitative work, and the dates that each must be completed.

- 1. Roofing To be completed by August 1, 2019
- 2. Windows & Doors To be completed by August 1, 2019
- 3. Electrical To be completed by August 1, 2019
- 4. Heating To be completed by August 1, 2019
- 5. Plumbing To be completed by August 1, 2019

- C. The following is a list of rehabilitative work, and the dates that each must be completed by applicant(s) which will be their contributions toward sweat equity.

- 1. Window & Doors To be completed by 8/1/19
- 2. Electrical To be completed by 8/1/19
- 3. Heating To be completed by 8/1/19
- 4. \_\_\_\_\_ To be completed by \_\_\_\_\_

- D. If for any reason the aforementioned deadline can't be met, an extension may be granted. However, a request for said extension must be submitted to the Housing Services Division at least two (2) days prior to the deadline date.

- E. Appointment(s) will be scheduled, with the Buyer for an inspector to visit the property for the purpose of reporting the rehabilitation progress.

1/15/19  
DATE

[Signature]  
BUYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

Driver License  
TYPE OF IDENTIFICATION SUPPLIED

4670  
TYPE OF IDENTIFICATION SUPPLIED





KAREN FREEMAN-WILSON  
Mayor

**CITY OF GARY**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

839 Broadway, Suite 302N  
Gary, IN 46402  
(219)881-5075~FAX: (219)881-5085

ARLENE D. COLVIN  
Director

E. NIKOLE RUMPH  
Deputy Director

May 16, 2019

Chevroen Washington  
715 West 41<sup>st</sup> Avenue  
Gary, Indiana 46408

Re: Extension Letter

Dear Ms. Washington:

This letter serves as the City of Gary Community Development Division acknowledgement of request for an extension to the rehabilitation timeline in your Purchase Agreement to bring your Dollar Home up to Housing Code Standards.

As you are aware, per the Purchasing Agreement, all Dollar Homes should meet Indiana Housing Code Standards within one year of purchase. Furthermore, all Dollar Home recipients should reside in their respective property within one year of purchase.

Please be advised, you have been extended up to 90 days beyond the August 1, 2019 to secure funding and provide Community Development with a realistic timeline that ensures the timely processing of your rehab extension request. The written rehab timeline must include contractor information, funding sources and date of completion per items as listed in the Purchasing Agreement.

Should you have any questions regarding your request, please contact me at 219-881-5075 or [lmanley@ci.gary.in.us](mailto:lmanley@ci.gary.in.us).

Sincerely,

  
Lakia Manley  
Housing Coordinator





KAREN FREEMAN-WILSON  
Mayor

**CITY OF GARY**  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
839 Broadway, Suite 302N  
Gary, IN 46402  
(219)881-5075-FAX: (219)881-5085

ARLENE D. COLVIN  
Director

**NOTICE TO PROCEED**

DATE: 3-1-2019

TO: Chevroen Washington  
Contractor Name

715 West 41<sup>st</sup> Avenue  
Address, City and State

PROPERTY ADDRESS: 715 West 41<sup>st</sup> Avenue, Gary, IN 46408  
Address, City and State

Chevroen Washington  
Home Owner's Name

You are hereby notified to commence work 5 DAYS, in accordance with your Purchase Agreement for furnishing all labor, material, tools, equipment and supervisory services required to carry out the complete specified work per Contract for the emergency repair work to the said property.

The work which you are required to perform under the contract shall be completed by

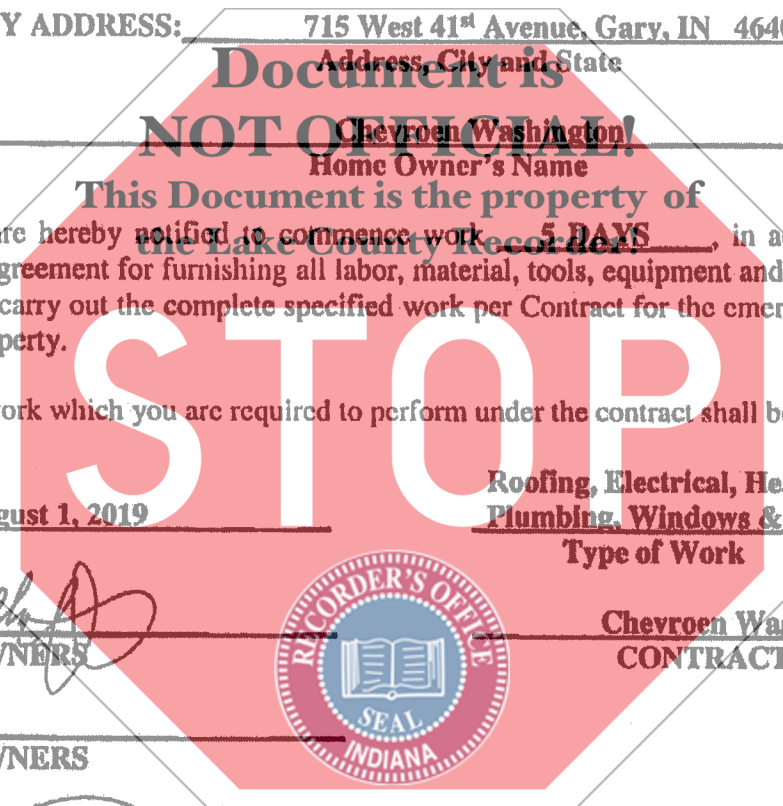
August 1, 2019  
Roofing, Electrical, Heating, Plumbing, Windows & Doors  
Type of Work

*Charles A. Freeman*  
HOMEOWNERS



Chevroen Washington  
CONTRACTOR

*Jae*  
HOMEOWNERS  
HOUSING COORDINATOR/CONSTRUCTION INSP.



**EXHIBIT "A"**

Property Address: 715 W. 41st Ave., Gary, IN 46408  
File No.: 19-20793

Lot 5 and the West 20 feet of Lot 4 Block 2 in Resubdivision of Lots 2, 3, 34 to 38, Block 1, and Lots 1 to 7 and 29 to 38, Block 2, in Highland Park Addition to Gary, as per plat thereof, recorded in Plat Book 10, page 21, in the Office of the Recorder of Lake County, Indiana.

The Property address and/or tax parcel identification number(s) listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

