

2024-0960  
03/28/2024 11:54 AM  
TOTAL FEES: 25.00  
BY: JAS  
PG #: 3  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

**NON-TAXABLE**

Mar 28 2024

PEGGY HOLINGA-KATONA  
LAKE COUNTY AUDITOR

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, that PEOPLES BANK, an Indiana-chartered Commercial Bank, as successor-in-interest to First Federal Savings & Loan Association of Hammond ("Grantor"), CONVEYS AND SPECIALLY WARRANTS to THE HAMMOND WATER WORKS DEPARTMENT, a Municipally-owned Utility with a mailing address of 6505 Columbia Avenue, Hammond, Indiana 46320, ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate located in Lake County, Indiana and more particularly described as:

LOTS 7 THROUGH 12, INCLUSIVE, IN RIMBACH'S SECOND ADDITION TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 2, PAGE 11, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

Parcel Number: 45-02-36-178-001.000-023

Commonly known as: 120 Rimbach Street, Hammond, Indiana 46320

This conveyance is subject to any and all easements, agreements and restrictions of record, and taxes which are a lien on the Real Estate but not yet due and payable.

As part of the consideration for the transfer of the Property from Grantor to Grantee, Grantee agrees that, for a period of five (5) years from the date of this deed (the "Restrictive Covenant Term"), it will not allow any portion of the Property to be used as a bank, banking facility, a credit union, savings bank, mortgage company, investment bank, mortgage loan brokerage, loan production office or stock brokerage firm (the "Restrictive Covenant"). Notwithstanding this Restrictive Covenant, ATMs are allowed on the Property. Any purported sale or transfer of the Property in violation of the Restrictive Covenant shall be voidable within the Restrictive Covenant Term, and Grantor may take such action against the parties to such transactions as is permitted by law or equity, including, without limitation, the right of injunctive relief or specific performance. The conveyance of the Property, subject to the permitted exceptions and the Restrictive Covenant, shall run with the Property and be binding on all successors and assigns of Grantee, regardless of whether the agreement or instrument that conveys, transfers, grants, creates, assigns, or mortgages any interest in the Property expressly refers to the permitted exceptions and/or the Restrictive Covenant.

If Grantee violates any of the restrictions or covenants contained herein, then Grantor may: (a) obtain injunctive relief to force compliance by Grantee with such restrictions or covenants; or (b) pursue such other remedies at law and in equity as may be available to Grantor, including but not limited to specific performance. Grantee shall reimburse Grantor for all attorneys' fees and court costs incurred by Grantor in successfully pursuing any legal or equitable remedy for the Grantee's breach of these restrictions or covenants. The terms and conditions of this deed restriction and covenant shall be explicitly included in any transfer, lease, conveyance, or encumbrance of or on the Property or any part thereof; provided that the failure to include such deed restriction and

# NOT AN OFFICIAL DOCUMENT

covenant shall not render the deed restriction and covenant invalid or released. If any provision of this deed restriction and covenant or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this deed restriction and covenant and the application of such provision to other persons or circumstances will not be affected thereby and the provisions of such deed restriction and covenant shall be severable in any such instance.

Grantor, as its sole warranty herein, does hereby specially warrant to Grantee, its successors and assigns, that it will forever defend the title to the above-described premises (subject to all matters to which this conveyance is hereinabove made subject) hereby conveyed and transferred against only the claims of all persons whomsoever claiming or to claim the same or any part thereof, by, through and under the undersigned Grantor, but not otherwise.

The undersigned person executing this deed on behalf of PEOPLES BANK represents and certifies that he is a duly authorized agent of PEOPLES BANK and has been fully empowered, by proper appointment of the management to execute and deliver this deed for and on behalf of PEOPLES BANK and that all necessary action for the creation and execution of this conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this deed as of the 26<sup>th</sup> day of March, 2024.

**PEOPLES BANK,**  
an Indiana-chartered Commercial Bank,  
as successor-in-interest to First Federal  
Savings & Loan Association of Hammond

By: \_\_\_\_\_

Name: Robert Lowry

Title: its Executive Vice President and Chief Operating Officer

# NOT AN OFFICIAL DOCUMENT

STATE OF Indiana )  
 ) SS:  
COUNTY OF Lake )

Before me, a Notary Public in and for said County and State, personally appeared Robert Lowry, Executive Vice President and Chief Operating Officer of Peoples Bank, an Indiana-chartered Commercial Bank, as successor-in-interest to First Federal Savings & Loan Association of Hammond who acknowledged the execution of the foregoing Special Warranty Deed for and on behalf of said Grantor.

WITNESS my hand and Notarial Seal this 26 day of March, 2024.



Stacy J Reynolds  
Notary Public

Stacy J Reynolds  
Printed Signature

My Commission Expires: 11/4/29  
My County of Residence: Lake

This instrument was prepared by Scott J. Fandre, Esq., Krieg DeVault LLP, 4101 Edison Lakes Parkway, Suite 100, Mishawaka, Indiana 46545 on behalf of Peoples Bank.

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. Scott J. Fandre

GRANTEES' ADDRESS IS AND  
RETURN DEED AND SEND  
TAX STATEMENTS TO:

Hammond Water Works Department  
Attn: Mark McLaughlin  
6505 Columbia Avenue  
Hammond, IN 46320