

2024-11348
04/30/2024 01:03 PM
TOTAL FEES: 55.00
BY: JAS
PG #: 4
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

Exhibit C

DEED OF TRUST

This DEED OF TRUST, made as of April 25, 2024, between Allen R. Fields, herein called TRUSTOR(S), whose address is 4030 W. 10th Avenue, Gary, Indiana 46404, and the City of Gary, herein called BENEFICIARY, with the Department of Community Development acting as TRUSTEE.

TRUSTOR irrevocably grants, transfers and assigns to TRUSTEE in Trust, with Power of Sale, that Property in the City of Gary, County of Lake, Indiana, described as follows:

Key # 45-08-07-129-015.000-004
Legal Description: Gary Heights L.1 BL. 27

Together with the proceeds from any sale or profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon BENEFICIARY to collect and apply such proceeds or profits.

For the Purpose of Securing (1) payment of the sum of Eight Thousand Seven Hundred Dollars (\$8,700.00-GRDPA) according to the terms of a promissory note of even date herewith made by TRUSTOR, payable to order of BENEFICIARY, and extensions or renewals thereof; and (2) the performance of each agreement incorporated herein by reference or contained herein secured by this Deed of Trust.

To protect the security of this Deed of Trust and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B shall inure to and bind the parties hereto, with respect to the property above described and are incorporated herein.

A. To protect the security of this Deed of Trust, TRUSTOR agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to BENEFICIARY fire insurance satisfactory to and with loss payable to BENEFICIARY. The amount collected under any fire or other insurance policy may be applied by BENEFICIARY upon any indebtedness secured hereby and in such order as BENEFICIARY may determine or as may be dictated by the priority of lienholders on the property, or at option of BENEFICIARY, should lienholder priority so allow, the entire amount so collected or any part thereof may be released to TRUSTOR. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which BENEFICIARY or TRUSTEE may appear, and in any suit brought by BENEFICIARY to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should TRUSTOR fail to make any payment or to do any act as herein provided, then BENEFICIARY or TRUSTEE, but without obligation so to do and without notice to or demand upon TRUSTOR and without releasing TRUSTOR from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, BENEFICIARY or TRUSTEE being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums due BENEFICIARY or TRUSTEE, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the BENEFICIARY not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to BENEFICIARY who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, BENEFICIARY does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That upon written request of BENEFICIARY stating that all sums secured hereby have been paid, and all obligations have been met and upon surrender of this Deed and said note to TRUSTEE for cancellation and retention or other disposition as TRUSTEE in its sole discretion may choose and upon payment of its fees, TRUSTEE shall release the lien or encumbrance attached to the property described herein securing its interest in the property.

(4) Subject to lien priority, that as additional security, TRUSTOR hereby gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these Trusts, to collect any proceeds or profits related to the herein described property, in accordance with the terms of the loan agreement related to the herein described property, that may inure to the benefit of BENEFICIARY as a result of any default by TRUSTOR of the terms of the loan agreement.

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(5) Subject to lien priority, that upon default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, BENEFICIARY may declare all sums secured hereby immediately due and payable by delivery to TRUSTEE of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice TRUSTEE shall cause to be filed for record. BENEFICIARY also shall deposit with TRUSTEE this Deed, said note and all documents evidencing expenditures secured hereby. **Except that**, should the first lien on the property be a FHA loan, any restrictions or transferability of the property herein described shall automatically terminate if title to the property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of Housing and Urban Development (HUD).

Subject to lien priority, and if there is no foreclosure under a FHA loan, after the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, TRUSTEE, without demand on TRUSTOR, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. TRUSTEE may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. TRUSTEE shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including TRUSTOR, TRUSTEE, or BENEFICIARY as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of TRUSTEE and of this Trust, including cost of evidence of title in connection with sale, TRUSTEE shall apply the proceeds of sale to payment of sums due and owing under the terms of the loan agreement.

(6) BENEFICIARY, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any TRUSTEE named herein or acting hereunder, which instrument, executed by the BENEFICIARY and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor TRUSTEE or TRUSTEES, who shall, without conveyance from the TRUSTEE predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original TRUSTOR, TRUSTEE and BENEFICIARY hereunder, the book and page where this Deed is recorded and the name and address of the new TRUSTEE.

(7) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term BENEFICIARY shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as BENEFICIARY herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(8) The TRUSTEE accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. TRUSTEE is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which TRUSTOR, BENEFICIARY or TRUSTEE shall be a party unless brought by TRUSTEE.

The undersigned TRUSTOR, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

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STATE OF INDIANA)

COUNTY OF LAKE)

) ss:

On April 25, 2024, before me, Allen R. Fields, personally appeared before me as the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity, upon behalf of which the person(s), acted, executed the instrument.

Allen R. Fields

Homebuyer Name **ALLEN R. FIELDS**

WHEREAS my hand and official seal.

Lisa M. Matson
(Signature of Notary Public)

Lisa M. Matson



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.

Lisa M. Matson

Prepared by Arlene D. Colvin, Esq.
City of Gary, Community Development
401 Broadway, Suite 300
Gary, IN 46402