

875

QUIT-CLAIM DEED from South Bend
Department of Redevelopment to
City of South Bend, Part of the
N. E. $\frac{1}{4}$ of Sec. 10, Township 37 N.,
Range 2 E., City of South Bend.
(Project IN A-10, Model Neighborhood
Area No. 1)

File Station #4
220 W. Alvin

Deed No. 875

Transfer 8263
Taxing Unit *EB*
Date 12-1-75

MAIL TO: South Bend Department of Redevelopment
Room 1200, County-City Building
South Bend, Indiana 46601

AUDITOR'S RECORD
TRANSFER NO.
TAXING UNIT
DATE

ST. JOSEPH CO.
INDIANA
RECORDED FOR RECORD
DEC 1 3 43 PM '75
BOOK
JUGENE A. BASKER
RECORDER

QUIT CLAIM DEED
(Public Redevelopment)

201112

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment in St. Joseph County, Indiana, (hereinafter referred to as the Grantor) conveys and quit claims to the Civil City of South Bend, Indiana, (hereinafter referred to as the Grantee) for and in consideration of Nine thousand five hundred fifty and no/100ths Dollars (\$9,550.00), the receipt whereof is hereby acknowledged, the following described real estate in the City of South Bend, St. Joseph County, Indiana, to-wit:

Project IN A-10, Model Neighborhood Area No. 1

Part of the northeast quarter of Section 10, Township 37 north, range 2 east, City of South Bend, St. Joseph County, Indiana; more particularly described as follows: beginning at the intersection of the east line of Olive Street with the north line of Orange Street; thence easterly 431.17 feet to the west line of Sadie Street; thence northerly 385 feet to the south line of Linden Street; thence west along the south side of Linden Street 431.04 feet to the east line of Olive Street; thence south 386 feet to the point of beginning and containing 3.82 acres more or less.

SECTION I. It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions, and provisions of an agreement entered into between the Grantor and Grantee on the 19th day of July, 1974, identified as "Contract for Sale of Land for Redevelopment by a Public Body" (hereafter referred to as the "Agreement"). The Grantee may not convey this property, or any part thereof, without the consent of the Grantor until a certificate of completion releasing the Grantee from the obligations of said Agreement as to this property, or such part thereof then to be conveyed, has been placed on record. This provision, however, in no way prevents the Grantee from mortgaging this property in order to obtain funds for the purchase of property hereby conveyed and for erecting improvements thereon in conformity with the Urban Renewal Plan (herein called the "Redevelopment Plan") for Model Neighborhood Area No. 1, Project IN A-10, and applicable provisions of the Zoning Ordinance of the City of South Bend, Indiana.

The terms and covenants of the Agreement pertaining to the redevelopment of the real estate and to the improvements shall be deemed covenants running with the land.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion of the redevelopment of the property through the construction of the improvements thereon, as provided in the Agreement and that such construction shall in any event be begun within two years from the date of this Deed and be completed within seven years from such date.

Promptly after completion of the improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the Agreement and the covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the improvements and the dates

for the beginning and completion thereof; provided, that such certification and such determination will not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the property hereby conveyed or the improvements, or any part thereof.

With respect to such individual parts or parcels of the property which the Grantee is authorized by the Agreement to convey or lease as the improvements to be constructed thereon are completed, the Grantor will also, upon proper completion of the improvements relating to any such part or parcel, and provided the Grantee is not in default with respect to any of its obligations under the Agreement, certify to the Grantee that such improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization contained in the Agreement will not (because of such purchase or lease) incur any obligation with respect to the construction of the improvements relating to such part or parcel, or to any other part or parcel of the property; and (2) that neither the Grantor nor any other party will thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or in the case of lease, with respect to the leasehold interest) any right or remedies or controls that it may otherwise have or be entitled to exercise with respect to the property as a result of a default in or breach of any provisions of the Agreement or of this Deed by the Grantee or any successor in interest or assign, unless (a) such default or breach is by the purchaser or lessee, or any successor in interest or assign, of or to such individual part or parcel with respect to the covenants contained and referred to in Article IV of the Part II Agreement, and in Section III of this Deed, and (b) the right, remedy, or control relate to such default or breach.

All certifications provided for herein shall be in such form as will enable them to be recorded with the Office of the Recorder of St. Joseph County. If the Grantor refuses or fails to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION II. In the event the Grantee herein, prior to the recording of the certificate of completion hereinabove referred to, shall--

- (a) Default in or violate any obligations with respect to the construction of the improvements provided for in this Deed and the Agreement, or abandon or substantially suspend construction work, and any default or violation, abandonment, or suspension is not cured, ended, or remedied within three (3) months (six (6) months if the default is with respect to the date for the completion of the improvements) after written demand by the Grantor so to do; or
- (b) Fail to pay real estate taxes or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien not authorized by the Agreement with the Grantor, or shall suffer any levy or attachment to be made, or any materialmen's or mechanic's liens or any other unauthorized encumbrances or lien to attach, and such taxes or assessments shall not have been paid or the encumbrance or lien removed or discharged, or provisions satisfactory to the Grantor made for such payments, removal or discharge, within thirty (30) days after written demand by the Grantor so to do; or
- (c) In violation of the Agreement or of this Deed transfer the property or any part thereof, and such violation shall not be

cured within thirty (30) days after written demand by the Grantor;

then the Grantor shall have the right to re-enter and take possession of the property and to terminate and revert in the Grantor the estate conveyed by this Deed to the Grantee, its assigns or successors in interest. Such reversion of title shall, however, be subject to the lien of any outstanding mortgage authorized by the Agreement.

SECTION III. The Grantee agrees for itself and its successors and assigns to or of the property or any part thereof, hereinbefore described, that the Grantee and such successors and assigns shall--

- (a) Devote the property to, and only to and in accordance with the uses specified in the Redevelopment Plan, as hereafter amended and extended from time to time;
- (b) Not discriminate upon the basis of race, sex, color, religion, or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the owner of any other land or any interest in such land in the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan, and the United States (in the case of covenant in clause (b)) against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property thereof or any part thereof. It is further intended and agreed that the agreement and covenant provided in clause (a) shall remain in effect until December 9, 1999 (at which time such agreement and covenant shall terminate) and the agreements and covenants provided in clause (b) shall remain in effect without limitation as to time; Provided, that such agreements and covenants shall be binding on the Grantee itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof. The terms "uses specified in the Redevelopment Plan" and "land use" referring to provisions of the Redevelopment Plan, or similar language, in this Deed shall include the land and all buildings, housing, and other requirements or restrictions of the Redevelopment Plan pertaining to such land.

SECTION IV. In amplification, and not in restriction of, the provisions of this Deed, it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided herein, and the United States shall be deemed a beneficiary of the covenants in clause (b) of Section III hereof, both for and in their or its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor or the United States has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in clause (b) hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

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ST. JOSEPH CO. INDIANA FILED FOR RECORD

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RECORDER

Restrictions contained in Urban Renewal Plan No. 1, Project Indiana A-10, as recorded in the Miscellaneous Records of St. Joseph County in South Bend, Indiana, dated April 6, 1973, to be found in Book No. 277, on pages 453 through 540 inclusive, as may be amended from time to time.

(a) Provisions of the zoning ordinance of the City of South Bend, Indiana, insofar as they affect this real estate.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Secretary and has caused its corporate seal to be hereunto affixed this 21st day of November, 1975.

CITY OF SOUTH BEND
DEPARTMENT OF REDEVELOPMENT, Grantor

[Signature]
F. Jay Nixter, President
South Bend Redevelopment Commission



ST. JOSEPH CO., INDIANA
AUDITOR
STEPHEN W. EGYHAZI
DULY ENTERED FOR TAXATION

STATE OF INDIANA)
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared CITY OF SOUTH BEND, DEPARTMENT OF REDEVELOPMENT, by F. Jay Nixter, President, and Donald A. Widgins, Secretary of the South Bend Redevelopment Commission, and acknowledged the execution of the foregoing Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 21st day of November, 1975.

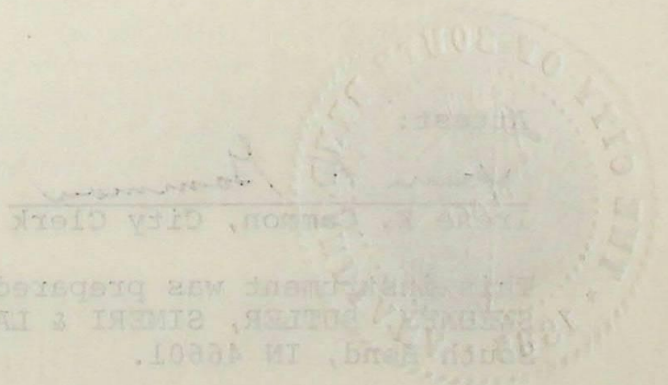
[Signature]
Heben S. King - Notary Public

My Commission Expires: June 12, 1977



THE CIVIL CITY OF SOUTH BEND, INDIANA

[Signature]
BY: Jerry Miller, Mayor



This instrument was prepared by Kevin J. Butler, KRAMER, ROWE, BUTLER, SIMERI & LABERER, 600 St. Joseph Bank Building, South Bend, IN 46601.

New Fire Station #4
220 N. Olive

Deed No. 875

Transfer 8263
Taxing Unit *ep*
Date 12-1-75

MAIL TO: South Bend Department of Redevelopment
Room 1200, County-City Building
South Bend, Indiana 46601

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for the beginning and completion thereof; provided, that such certification and such determination will not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the property hereby conveyed or the improvements, or any part thereof.

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- (b) Fail to pay real estate taxes or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien not authorized by the Agreement with the Grantor, or shall suffer any levy or attachment to be made, or any materialmen's or mechanic's liens or any other unauthorized encumbrances or lien to attach, and such taxes or assessments shall not have been paid or the encumbrance or lien removed or discharged, or provisions satisfactory to the Grantor made for such payments, removal or discharge, within thirty (30) days after written demand by the Grantor so to do; or
- (c) In violation of the Agreement or of this Deed transfer the property or any part thereof, and such violation shall not be

cured within thirty (30) days after written demand by the Grantor;

then the Grantor shall have the right to re-enter and take possession of the property and to terminate and re-vest in the Grantor the estate conveyed by this Deed to the Grantee, its assigns or successors in interest. Such reversion of title shall, however, be subject to the lien of any outstanding mortgage authorized by the Agreement.

SECTION III. The Grantee agrees for itself and its successors and assigns to or of the property or any part thereof, hereinbefore described, that the Grantee and such successors and assigns shall--

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- (b) Not discriminate upon the basis of race, sex, color, religion, or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the owner of any other land or any interest in such land in the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan, and the United States (in the case of covenant in clause (b)) against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property thereof or any part thereof. It is further intended and agreed that the agreement and covenant provided in clause (a) shall remain in effect until December 9, 1999 (at which time such agreement and covenant shall terminate) and the agreements and covenants provided in clause (b) shall remain in effect without limitation as to time; Provided, that such agreements and covenants shall be binding on the Grantee itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof. The terms "uses specified in the Redevelopment Plan" and "land use" referring to provisions of the Redevelopment Plan, or similar language, in this Deed shall include the land and all buildings, housing, and other requirements or restrictions of the Redevelopment Plan pertaining to such land.

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