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RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement (the "Agreement") is made and entered into as of this 26<sup>th</sup> day of July, 1988, by and between Northwest Indiana Habitat for Humanity, Inc., an Indiana not-for-profit corporation, ("Habitat") and Robert and Rebecca Figeroa ("Purchaser").

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
Aug 3 12 21 PM '88  
LILLIAN A. BLASTICK  
RECORDER, LAKE COUNTY  
CROWN POINT, INDIANA 46307

Above Space For Recorder's Use Only

W I T N E S S E T H:

WHEREAS, on July 26, 1988, Habitat, entered into a real estate sales contract (such contract being attached hereto as Exhibit B and referred to herein as the "Contract"), with Purchaser for the sale of the real estate described in Exhibit A, in the City of Hammond, Lake County, Indiana, commonly known as 6704 Tapper Avenue, and the improvements thereon, namely, a one-story, three-bedroom ranch style house (the real estate and improvements thereon being referred to herein as the "Property");

This document was prepared by  
T. E. Kapshandy, 2023 Porte Del'ean, Highland, IN 46322  
and after recording should be sent  
to Rev. Richard Rodgers, President,  
Northwest Indiana Habitat For Humanity,  
8955 Columbia, Munster, Indiana 46321

2800

WHEREAS, on July 26, 1988, Habitat conveyed to Purchaser a quit claim deed for the Property;

WHEREAS, Habitat made an interest-free loan ("Loan") to Purchaser in order to finance the purchase of the Property by Purchaser;

WHEREAS, such Loan is evidenced by an installment note executed at the time of closing and secured by a mortgage conveying a security interest in the Property from Purchaser to Habitat;

WHEREAS, the purchase of the Property is made possible by the charitable efforts of volunteer workers and Habitat;

WHEREAS, the Purchaser hereby intends to grant to Habitat a right of first refusal on the Property;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, obligations, and agreements contained herein and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Purchaser and Habitat hereby agree as follows:

estimated annual real estate taxes on the Property. Said estimate shall be based on the last ascertainable tax bill. The deposits are to be held without allowance of interest and are to be used for the payment of taxes when said taxes become due and payable. If the funds so deposited are insufficient to pay any such taxes for any year when the same shall become due and payable, Purchaser shall deposit the amount of the deficiency upon demand from Habitat. If the funds so deposited exceed the amount required to pay such taxes, the excess shall be applied to a subsequent real estate tax bill.

5. The Loan Documents shall also provide that Purchaser shall have the obligation to keep all buildings and improvements now or hereafter situated on the Property insured against loss or damage by fire, lightning, and wind-storm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured by the Loan Documents.

The Purchaser's insurance policy shall name Habitat as an additional insured. The policy shall require that Habitat receive ten (10) days notice prior to its cancellation.

The Loan Documents shall provide that Purchaser shall pay to Habitat on each installment date in addition to its monthly installment, an amount equal to 1/12 of the estimated annual insurance premium on the Property. Said estimate shall be based on the last ascertainable insurance bill. The deposits are to be held without allowance of interest and are to be used for the payment of insurance premiums when said insurance premiums become due and payable. If the funds so deposited are insufficient to pay any such insurance premiums for any year when the same shall become due and payable, Purchaser shall deposit the amount of the deficiency upon demand from Habitat. If the funds so deposited exceed the amount required to pay such insurance premiums, the excess shall be applied to a subsequent insurance premium.

6. In addition to the purchase price of Forty-Five Thousand and no/100 Dollars (\$45,000.00), Purchaser agrees to contribute 150 hours of labor on the Property or other Habitat projects prior to moving into the Property and 350 hours of labor toward other Habitat projects after moving into the Property.

7. Purchaser understands and agrees that a failure to make the payments called for in paragraphs five (5), six

(6), or seven (7) or failure to perform the work called for in paragraph eight (8) shall constitute a breach of this agreement and a default on the terms of the promissory note.

8. The time and place of closing shall be at a mutually agreeable time and place.

9. Habitat shall deliver possession to Purchaser on the day the sale has been closed.

10. Habitat shall deliver or cause to be delivered to Purchaser, not less than five (5) days prior to the time of closing, a title commitment for an owner's title insurance policy in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth in paragraph two, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which will be removed by the payment of money by or at the time of closing (all of which are herein referred to as the "Permitted Exceptions"). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

11. If the title commitment discloses unpermitted exceptions, Habitat shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time specified in paragraph ten (10), whichever is later. If Habitat fails to have the exceptions removed or, in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Habitat within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties.

12. Habitat shall pay the amount of any stamp tax imposed by state law on the transfer of the title and shall furnish any declaration signed by Habitat to meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by

local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the Purchaser.

13. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Indiana shall be applicable to this contract.

14. If this contract is terminated without Purchaser's fault, the earnest money, if any, shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of Habitat and upon notice to the Purchaser, the earnest money, if any, shall be forfeited to Habitat and applied to the payment of Habitat's expenses; the balance, if any, to be retained by the Habitat as liquidated damages.

15. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

16. The provisions of paragraphs five (5), six (6), seven (7), eight (8) and nine (9) shall survive the closing and shall not be deemed to have "merged" into the deed.

DATED THIS 26<sup>th</sup> DAY OF July, 1988.

Robert Figueroa  
Robert Figueroa

Rebecca Figueroa  
Rebecca Figueroa

Northwest Indiana Habitat  
for Humanity, Inc.

By: Richard C. Rogers  
Its: President

ATTEST:

By: Gwen Scholm  
Its: Secretary



Exhibit A

LEGAL DESCRIPTION OF PROPERTY

That part of the Southwest quarter of the Northwest quarter of Section 7, Township 36 North, Range 9 West of the 2nd Principal Meridian, described as: Commencing at a point 30 feet South of the North line of said tract on the West line of Tapper Avenue and running thence West parallel with the said North line of said tract 70 feet; thence South 70.64 feet parallel with the West line of Tapper Avenue; thence East 70 feet parallel with the said North line of said tract; thence North 70.64 feet to the place of beginning, in the City of Hammond, Lake County, Indiana.

1. GRANT OF RIGHT OF FIRST REFUSAL. Purchaser hereby grants to Habitat an unrestricted right of first refusal to purchase the Property on the terms and conditions set forth herein prior to any sale of the Property.

2. PERIOD OF RIGHT OF FIRST REFUSAL. This right of first refusal shall commence as of the date hereof. This right of first refusal shall terminate ten years after the date of execution of this Agreement.

3. CALCULATED PRICE. Habitat shall have the right to purchase the Property for a sum equal to one-hundred (100) percent of the purchase price of Forty-Five Thousand and No/100 Dollars (\$45,000.00) plus a five-percent cumulative increment per year (the "Calculated Price").

4. NOTICE OF PROPOSED SALE OF THE PROPERTY. If at any time during the term of this Agreement, Purchaser receives a bona fide offer ("Offer") to enter into a sale of the Property or a portion of the Property, Purchaser shall personally deliver to Habitat written notice (the "Notice") of its desire to enter into a sale of the Property, which Notice shall contain a copy of the Offer to enter into a sale of the Property.

5. HABITAT'S RIGHT TO PURCHASE. Habitat shall have the right, but not the obligation, to purchase the Property, at the lesser of the Calculated Price and the price in the Offer. Habitat shall notify Purchaser, as herein defined, in writing within thirty (30) days of the date of the receipt of the Notice of Habitat's election to purchase the Property. If Habitat does not notify Purchaser within such time period, such failure to notify shall be deemed to constitute Habitat's election not to purchase the Property. If Habitat notifies Purchaser of its desire to so purchase, Purchaser shall be bound to sell, and Habitat shall be bound to purchase the Property at the lesser of the Calculated Price and the price in the Offer. The date of closing shall be the date of closing as set forth in the Offer.

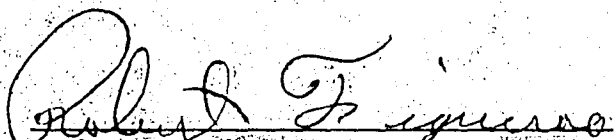
6. SUBSEQUENT SALE OF THE PROPERTY. If Habitat shall elect not to exercise its right of first refusal as herein granted, Purchaser may proceed with the sale of the Property on the terms as set forth in the Offer. If, however, changes are made in the Offer so as to decrease the selling price of the Property, then Habitat shall have an additional period of thirty (30) days in which to elect to purchase on the new selling price.

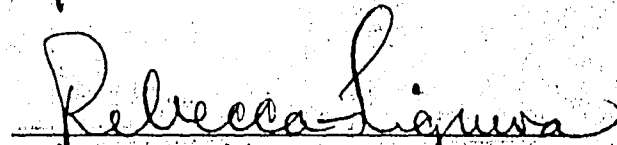
If the sale is not consummated within the greater of the period described in the Notice or one hundred eighty (180) days after Habitat's receipt of the initial Notice, any sale thereafter shall be subject to all of the above provisions relating to Habitat's right of first refusal.

7. SUBSEQUENT OFFERS OF THE PROPERTY. Habitat's right of first refusal shall be continuing and shall apply in every and any subsequent Offers on the Property.

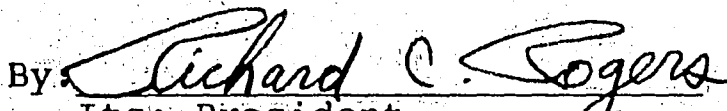
8. SUCCESSORS AND ASSIGNS. Subject to any terms and conditions of this Agreement inconsistent with this paragraph, the provisions hereof are to apply to and inure to the benefit of the legal representatives, successors and assigns of the respective parties.

DATED THIS 26th DAY OF July, 19 88.

  
Robert Figueroa

  
Rebecca Figueroa

Northwest Indiana Habitat  
For Humanity, Inc.

By:   
Its: President

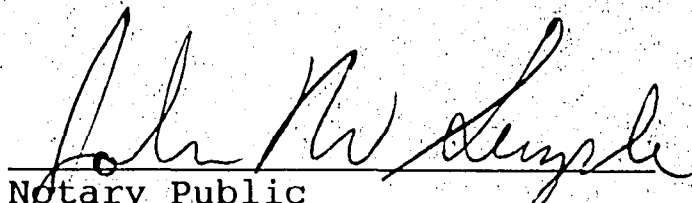
ATTEST:

By:   
Its: Secretary

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS

Before me JOHN W. SEMPLE, a Notary Public  
in and for said County in the State aforesaid, this        day  
of July, 1988, Robert and Rebecca Figeroa acknowledged the  
execution of the annexed right of first refusal agreement.

Given under my hand and official seal this 26 day  
of JULY, 1988. My commission expires 12-21,  
1990.

  
Notary Public

STATE OF INDIANA )  
 ) SS.  
COUNTY OF LAKE )

Before me, John W. Seemple, a Notary Public in and for said County and State aforementioned, this 26th day of June, 1988, personally appeared Northwest Indiana Habitat For Humanity, Inc. by RICHARD ROGERS and SWEN ECKHOLM, its President and Secretary respectively, and acknowledged the execution of the annexed right of first refusal agreement.

Given under my hand and official seal this 26th day of July, 1988. My Commission expires 12-21, 1990.

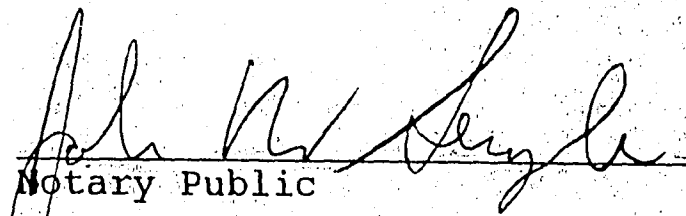
  
Notary Public

Exhibit A

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That part of the Southwest quarter of the Northwest quarter of Section 7, Township 36 North, Range 9 West of the 2nd Principal Meridian, described as: Commencing at a point 30 feet South of the North line of said tract on the West line of Tapper Avenue and running thence West parallel with the said North line of said tract 70 feet; thence South 70.64 feet parallel with the West line of Tapper Avenue; thence East 70 feet parallel with the said North line of said tract; thence North 70.64 feet to the place of beginning, in the City of Hammond, Lake County, Indiana.

EXHIBIT B

REAL ESTATE SALE CONTRACT

1. ROBERT and REBECCA FIGEROA ("Purchaser") agree to purchase at a price of Forty-Five Thousand and no/100 Dollars (\$45,000.00) ("Purchase Price") on the terms set forth herein, the real estate described in Exhibit A in the City of Hammond, Lake County, Indiana, commonly known as 6704 Tapper Avenue, and the improvements thereon, namely, a one-story, three-bedroom, ranch style house (the real estate and improvements thereon being referred to herein as the "Property").

2. Northwest Indiana Habitat for Humanity, Inc. ("Habitat") agrees to sell the Property described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser in joint tenancy by a recordable quitclaim deed, subject only to: (a) Habitat's right of first refusal to purchase the Property upon a subsequent sale, in accordance with the terms and conditions as found in Exhibit B, (b) covenants, conditions and restrictions of record, (c) private, public and utility easements and roads and highways, if any, (d) existing leases and tenancies, if any, (e) special taxes or assessments for improvements not yet completed, (f) any unconfirmed special tax or assessment, (g) installments not due at the date hereof of any special



tax or assessment for improvements heretofore completed, (h) mortgage or trust deed specified below, and (i) general taxes for the year 1987 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1987-1988.

3. The purchase price shall be paid by Purchaser to Habitat and such indebtedness shall be evidenced by an interest-free loan from Habitat to Purchaser to be repaid by Purchaser to Habitat in monthly installments of \$150.00 for 300 months, with the final payment being due on June 1, 2013. This obligation shall be evidenced by a promissory note from the Purchaser to Habitat executed at the time of closing and secured by a mortgage conveying a security interest in the Property from Purchaser to Habitat (collectively the "Loan Documents"). If Purchaser's financial condition substantially improves, they are encouraged to accelerate or augment their monthly payments in order to enable Habitat to serve other families in need of housing. Purchaser and Habitat will meet on a regular basis to review the Purchaser's financial condition.

4. The Loan Documents shall provide that Purchaser shall pay to Habitat on each installment date in addition to its monthly installment, an amount equal to 1/12 of the