





Date SEPTEMBER 9TH 1992

A. 1. Purchaser agrees to purchase the real estate (the "Property") known as 3890 Brookside Drive Crown Point City/Town, which is  
2. in WINFIELD Township, LAKE County State of INDIANA Zip Code 46307  
3. legally described as LOT # 1228-L UNIT # L-6 LAKES OF THE FOUR  
4. SEASON CROWN POINT INDIANA  
5. \_\_\_\_\_  
6. in accordance with the terms and conditions set forth below.

B. 7. PURCHASE PRICE: Purchaser agrees to pay NINETY THOUSAND AND 00/100XXX Dollars  
8. (\$ 90,000) for above Property.

C. 9. EARNEST MONEY: ONE THOUSAND AND 00/100XXX Dollars (\$ 1,000.00)  
10. deposited in the LISTING BROKER'S escrow account upon acceptance to be applied to purchase price at closing or as hereafter set out. Balance of  
11. purchase price shall be payable in accordance with Paragraph(s) (F) below and further conditions as set forth.

D. 13. CASH: The entire purchase price shall be paid in cash at the time of closing the transaction. No financing is required.

E. 14. ASSUMPTION: Purchaser shall pay approximately \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
15. in cash and agrees to pay the unpaid balance of the note and to perform the provisions of the existing mortgage on the Property held by  
16. \_\_\_\_\_ Seller represents that the unpaid principal balance is approximately  
17. \_\_\_\_\_ Dollars \$ \_\_\_\_\_ Monthly payment  
18. in the amount of \_\_\_\_\_ including interest at the rate of \_\_\_\_\_ % per annum, and also including (taxes) (insurance) (mortgage insurance). The exact  
19. balance including interest shall be computed through day of closing. Purchaser shall pay the next payment due after closing. If the existing mortgage  
20. cannot be assumed by Purchaser at the interest rate as shown above, Purchaser hereby agrees to accept an interest rate not to exceed \_\_\_\_\_ %  
21. per annum and if this is not available, at Purchaser's option, this Agreement may be terminated. Purchaser agrees to reimburse Seller for any escrow  
22. account balance at time of closing the transaction. Purchaser agrees to pay any transfer and/or assumption fees required by the mortgagee.

F. 23. CASH AND NEW MORTGAGE: The purchase price shall be paid in cash at the time of closing the transaction upon delivery of a general warranty deed.  
24. Completion of this transaction shall be contingent upon Purchaser's ability to obtain a (conventional) (insured conventional) ~~first~~ mortgage  
25. loan upon said real estate in the amount of EIGHTY FIVE THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$ 85,500.00)  
26. Purchaser shall pay all costs of obtaining financing, except Seller shall pay any applicable discount points/service fees not to exceed NONE % of actual  
27. mortgage amount.

28. SALE BY CONTRACT: A down payment at closing of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
29. of which the earnest money is a part, and at that time Purchaser and Seller shall execute a conditional sales contract for the real estate for the balance of  
30. the purchase price in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
31. Monthly payment shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
32. which includes: principal and interest on the unpaid balance at \_\_\_\_\_ % per annum plus 1/12 of annual taxes and insurance. First payment shall be  
33. due on \_\_\_\_\_ There (shall) (shall not) be a prepayment penalty for early payoff. The conditional  
34. sales contract is to be prepared at (Seller's) (Purchaser's) expense. Upon payment in full Seller shall deliver a general warranty deed to Purchaser.

H. 35. TIME FOR OBTAINING FINANCING: Purchaser agrees to make application of applications for any financing necessary to complete this transaction, or for  
36. approval to assume the unpaid balance of the existing mortgage within \_\_\_\_\_ days after the acceptance of the Purchase Agreement, and to make a  
37. diligent effort to obtain financing in cooperation with the Broker and Seller, No more than 45 days after the acceptance of this Purchase  
38. Agreement shall be allowed for obtaining favorable commitments, conditions, or approval of mortgage assumption. If commitment or approval is  
39. not obtained within the time specified above, the Agreement shall then terminate unless an extension of time for this purpose is granted in writing by  
40. Seller and accepted by Purchaser. If this agreement terminates due to the Purchaser's inability to obtain financing or if the existing mortgage cannot be  
41. assumed by Purchaser at the interest rate shown above, the earnest money deposit shall be refunded to Purchaser without delay.

I. 42. FURTHER CONDITIONS: SUBJECT TO THE LAWS OF THE FOUR SEASONS RIGHTS OF  
43. FIRST REFUSAL IS A MUST TO BE PAID TO THE DAY OF CLOSING  
44. SUBJECT TO BUYER'S WALKING THROUGH HOME 3 DAYS BEFORE CLOSING  
45. SELLER TO HAVE 14 DAYS TO FIND A HOME TO RENT FROM THE DATE OF ACCEPTANCE

J. 46. ADDITIONAL PERSONAL PROPERTY now on the premises and listed as follows is included in the sale and shall be fully paid for by Seller and warranted  
47. free of claims or liens as of closing date. Seller shall provide a bill of sale for said items at closing: ALL WINDOW TREATMENTS,  
48. GARAGE HOOD FAN AND CONTROLS, AND ALL LIGHT FIXTURES AND ALL OTHER  
49. ITEMS FOR LISTING AGREEMENT

K. 49. CLOSING DATE: shall be within 5 days after mortgage proceeds are ready to be paid out in case of a Paragraph F sale.  
50. In the case of Paragraphs D, E, and G sale, closing shall be on or before \_\_\_\_\_, 19\_\_\_\_. Reasonable extension  
51. of time shall be allowed for correcting defects in title.

L. 52. POSSESSION: Seller agrees to surrender possession of the premises on or before 30 DAYS AFTER CLOSING;  
53. during such time as Seller remains in possession after closing, they shall be responsible for their own heat and utilities and in addition thereto shall pay to  
54. the Purchaser the sum of \_\_\_\_\_ Dollars (\$ 0-) per  
55. day as a charge for use and occupancy of said premises.  
56. Failure of Seller to surrender possession as specified shall not make the Seller a tenant of Purchaser, but in such event Seller shall then be obligated to  
57. pay Purchaser FIFTY AND 00/100XXX Dollars (\$ 50.00) per day as liquidated  
58. damages for each day Seller holds over, and this provision shall not deprive Purchaser of any other legal or equitable remedy available under the law. To  
59. enforce this possession agreement, the Seller shall deposit with Seller's agent from the proceeds of the sale the sum of  
60. ONE THOUSAND AND 00/100XXX Dollars (\$ 1,000.00) and to pay therefrom all monies due  
Purchaser for use, occupancy and/or liquidated damages; the balance if any then to be returned to the Seller.

M. 61. SURVEY: Purchaser shall receive a satisfactory (staked) (unstaked) mortgage plat of survey of the Real Estate, certified as of a current date showing the  
62. location of all improvements and easements located thereon unless specifically waived. Seller ~~shall~~ (shall not) be required to furnish such mortgage  
63. plat of survey at his/her expense.

N. 64. EARNEST MONEY RECEIPT: The undersigned Listing Broker and/or Selling Broker hereby acknowledges the receipt of the earnest money payment of:  
65. ONE THOUSAND AND 00/100XXX Dollars (\$ 1,000.00) from Purchaser(s) by,  
66. Check X Cash \_\_\_\_\_ Other \_\_\_\_\_

67. CENTURY 21 Heritage Realtors 9-5-92  
68. Selling Broker/Agent Chris Koravovsk Date \_\_\_\_\_ Listing Broker/Agent \_\_\_\_\_ (Earnest Money Received) \_\_\_\_\_ Date \_\_\_\_\_

O. 69. THE FURTHER PROVISIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN BY REFERENCE AND ARE APPROVED BY PARTIES  
70. INITIALING BELOW. No verbal agreements shall bind the parties. The heirs and personal representatives of the parties are hereby bound and no  
71. assignment of this accepted offer shall be permitted by Purchaser or Seller without the prior written consent of the other.

72. L.R.R. RAR LYNN R. KAGSDALE 717 EAST, JOLIET ST, CROWN POINT  
Purchaser's Initials Purchaser's Printed Name \_\_\_\_\_ " \_\_\_\_\_ " \_\_\_\_\_ Mailing Address  
73. R.A.R. LAR REBECCA A. KAGSDALE " \_\_\_\_\_ " \_\_\_\_\_ " \_\_\_\_\_ Mailing Address  
74. X DSM X DAVID S. MCCANN 3890 Brookside Dr Crown Point  
Seller's Initials Seller's Printed Name \_\_\_\_\_ Mailing Address  
75. \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Seller's Printed Name \_\_\_\_\_ Mailing Address \_\_\_\_\_

P. 76. EXPIRATION AND APPROVAL: This Purchase Agreement is void if not accepted in writing on or before 10:00 (PM) (AM) (Noon) (Midnight)  
77. SEPTEMBER 15TH 1992 The undersigned Purchaser has read, understands and hereby approves the foregoing  
78. Purchase Agreement and acknowledges receipt of a signed copy thereof.

79. Lynn R. Kagsdale 9-5-92 Rebecca A. Kagsdale 9-5-92  
Purchaser's Signature Date Purchaser's Signature Date

Q. 80. ACCEPTANCE BY SELLER: The above Purchase Agreement is hereby accepted at \_\_\_\_\_ O'clock (AM) (PM) (Noon) (Midnight) this  
81. 6th day of SEPTEMBER, 1992. The undersigned hereby agrees to sell and convey the above  
82. described real estate on the terms and conditions specified above and further agrees to pay at time of closing the transaction a professional service fee in  
83. accordance with the Listing Contract to: CENTURY 21 Heritage Realtors Inc. BROKER-REALTOR  
84. for services rendered in this transaction and acknowledges receipt of a signed copy of this accepted Purchase Agreement.

85. X David J. McMan 9-2-92  
Seller's Signature Date Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

## FURTHER PROVISIONS

### 86. EARNEST MONEY DISBURSEMENT:

87. Earnest money deposit shall be returned to purchaser without delay in the event this agreement is not accepted by Seller. If this agreement is accepted, 88. earnest money shall be applied to purchase price at closing. All money paid herewith shall be held by listing Broker in his/her escrow account. In the event 89. of the Purchaser's breach, earnest money shall be applied toward liquidated damages as stated below. After payment in full of Broker's and Seller's 90. damages, all parties shall be mutually released. In the event Seller's damages are not paid in full, this provision shall not preclude the Seller from asserting 91. any other legal remedy he may have, including the right to sue for specific performance.

### 92. DEFAULT OR FORFEITURE:

93. If this offer is accepted by Seller, and without legal cause Purchaser fails or refuses to carry out this agreement, Purchaser shall pay as liquidated damages 94. for breach of contract the following: to the Broker the sum of the professional service fee that would have been earned had the sale been completed plus 95. any disbursements, and to the Seller an amount equal to ten percent (10%) of the purchase price. Seller and Broker may sue separately for their respective 96. sums, to which may be added reasonable attorney's fees and costs of collection therefrom and interest at eight percent (8%) per annum without relief from 97. valuation or appraisal laws. In the event both Purchaser and Seller each breach the accepted offer and fail or refuse to close, or in the event they 98. mutually agree not to close or to rescind this accepted offer, both shall be jointly and severally liable to Broker for the professional service fee that would 99. have been earned had the sale been consummated, together with reasonable attorney's fees, costs, and interest at eight percent (8%) per annum, without 100. relief from valuation or appraisal laws.

### 101. PURCHASER'S REMEDIES:

102. In the event Seller breaches the accepted offer and fails or refuses to close, Purchaser shall be entitled to sue Seller either for specific performance, 103. rescission or for damages, the Broker shall only be liable to Purchaser for return of the earnest money deposit; and Seller shall be liable to Broker for the 104. professional service fee Broker would have earned had the sale been consummated. Any judgement recovered shall include reasonable attorney's fees, 105. costs and interest at eight percent (8%) and shall be without relief from valuation or appraisal laws.

### 106. CONDITION:

107. The property has been inspected and accepted by the Purchaser "as is" in its present condition and shall be delivered in such present condition to Purchaser 108. at the time of possession. All risks of ownership and loss, whether by fire, vandalism, theft, casualty or otherwise shall belong to Seller until closing date as 109. well as all rights of Seller's insurance. In the event there is any damage to the property which has not been restored prior to closing, Purchaser shall have 110. the right to rescind this agreement or to complete the sale and have the insurance proceeds on account of such damage applied against the purchase 111. price (or if no proceeds have been collected by closing, Purchaser may at his option take an assignment of Seller's right to collect such proceeds). 112. Purchaser is relying entirely upon his own examination to determine Property's condition and Purchaser hereby releases the Seller, Brokers, REALTOR(S) 113. and sales people herein from any and all liability relating to any defect or deficiency affecting said real estate, which release shall survive the closing of the 114. transaction.

### 115. IMPROVEMENTS:

116. The above sales price includes all improvements permanently installed and affixed, such as, but not limited to, electrical and/or gas fixtures, heating 117. equipment and all attachments thereto, central air conditioning, built-in kitchen equipment, hot water equipment, hot water heaters, incinerators, window 118. shades, curtain rods, drapery poles and fixtures, television antennas, lighting fixtures and their shades, venetian blinds, window screens, screen doors, 119. storm windows, storm doors, linoleum, laundry tubs, well pump, sump pump, pressure tank, awnings, shrubbery, plants, trees, garage door opener and 120. remote control(s) and all articles which are attached or built-in the removal of which would leave the premises in an incomplete or unfurnished condition as 121. to exterior or interior decorating or external or internal appearance, and shall be delivered in its present condition, free from all liens or encumbrances, 122. except as above or hereinafter provided. Acceptance of this offer shall constitute a warranty that all of said accessories and appliances included herein are 123. fully paid for, or will be fully paid for by seller prior to closing of this sale.

### 124. TAXES, ASSESSMENTS AND PRO-RATIONS:

125. Real property taxes and personal property taxes (if applicable) shall be pro-rated as of the day of closing unless otherwise herein provided. That is to say, 126. Seller shall be charged with and pay taxes on the real estate and improvements and personal property (if applicable) covered by this offer that are payable 127. in the current year and for that portion of taxes payable the following year calculated as of the date of closing, and Purchaser shall pay all taxes subsequent 128. thereto. Pro-ration shall be on the basis of the current tax rate and assessed valuation as of the day of closing and shall be done on a calendar year basis. 129. Seller shall be charged with and shall pay all assessments for municipal improvements becoming a lien after the acceptance of this offer including all 130. unpaid installments thereof for public improvements that either were commenced to be installed or were installed prior to the date of Purchaser's written 131. agreement; and any other such assessments shall be Purchaser's obligation. Rents, water and sewer charges and interest on assumed mortgage 132. indebtedness, if any, shall be pro-rated as of the date of closing unless otherwise herein provided. Security deposits, if any, shall be transferred to the 133. Purchaser. Seller will notify tenants of transfer of security deposit by certified mail.

### 134. INSURANCE:

135. It is the Purchaser's responsibility to provide insurance coverage as of the day of closing.

### 136. FLOOD INSURANCE:

137. If it is determined that this real estate is located in a flood plain area, and if flood insurance is required by the lender, then Purchaser hereby agrees to 138. provide such required insurance.

### 139. SELLER'S TITLE:

140. Seller, at his/her expense, shall furnish Purchaser as soon as same can be prepared a binder for an owner's policy of title insurance issued by a title 141. insurance company in which they shall agree to insure merchantable title in the name of Purchaser after delivery of a deed to Purchaser from Seller. Such 142. title insurance policy shall insure title for the full amount of the Purchase price and shall show the real estate to be free and clear of all liens, rights to the 143. liens and encumbrances except as stated otherwise in this offer, subject only to current property taxes and such easements and restrictions of record as do 144. not prevent Purchaser from utilizing the property for the primary use for which same was purchased. Title evidence shall be furnished at least five (5) days 145. before closing. Seller warrants the improvements are located entirely within the lot lines and that there are no encroachments from adjoining property. If 146. applicable, a Torrens Certificate of Title and Tax Search may be provided by Seller instead of Title Insurance. In the event of a Contract Sale, Seller shall 147. provide evidence of title at time of closing or shall deliver said binder for title insurance upon delivery of General Warranty Deed.

### 148. FHA OR VA APPRAISALS:

149. In the event of a FHA or VA sale, it is expressly agreed that notwithstanding any other provisions of this agreement, the Purchaser shall not be obligated to 150. complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise if the purchase price, 151. herein exceeds the appraised value for mortgage purposes established by FHA in the case of a FHA sale or the reasonable value established by the 152. Veterans Administration in the case of a VA sale. Purchaser agrees to pay the fee for FHA appraisal or VA Certificate of Reasonable Value. The Purchaser 153. shall, however, have the privilege and option of proceeding with the consummation of this agreement without regard to the amount of the FHA appraisal or 154. VA Certificate of Reasonable Value.

### 155. ACKNOWLEDGEMENTS:

156. The Purchaser hereby acknowledges that, unless otherwise agreed, the Selling Broker, including a Listing Broker selling his/her own listing, is exclusively 157. the agent of the Seller and not the agent of the Purchaser; however, the Selling Broker is under a duty to treat all parties in a transaction fairly.

### 158. IT IS MUTUALLY AGREED:

159. Delivery of a photocopied or electronically transmitted copy of a signed acceptance or counter-offer constitutes sufficient delivery of notice thereof.