

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD HO 482235

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MARGARET H. CLEVELAND  
RECORDER

AGREEMENT

This agreement is entered into this 12 day of September, 1995, between McFarland Homes (hereafter referred to as the "Builder") and Louis Jan Helfen and Pamela L. Helfen (hereafter referred to as the "Purchaser").

The following terms and conditions have been agreed upon by both Builder and Purchaser:

WHEREAS, Builder owns Lot 32 in Phase 3 of White Oak Estates, Munster, Indiana in Lake County (hereinafter the "Lot"); and

WHEREAS, Purchaser wishes to have the Builder construct a new home for the Purchaser on the Lot and to make the Lot available for said purpose; and

WHEREAS, Purchaser is not ready to begin construction but wishes to wait approximately 1 year; and

WHEREAS, Builder is willing to refrain from building on the Lot for approximately 1 year if the terms and conditions of this Agreement are met.

Therefore, be it agreed between Builder and Purchaser:

1. Builder agrees to sell Lot 32 to Purchaser.
2. Purchaser will buy Lot 32 for the sum of \$67,600.00 and hold Title in Purchaser's name.
3. Purchaser to be responsible for any and all fees associated with the Lot financing. These fees include, but are not limited to, monthly interest charges, appraisal fees, origination fees and any other fees being charged by the lender or the Title Company.
4. At closing, in addition to other sums due hereunder,



Chicago Title Insurance Company

Lot 32, White Oak Estates, Block Three, an Addition to the Town of Munster, as shown in Plat Book 77, page 51, in Lake County, Indiana. Key No. 28-576-7

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Purchaser shall deposit with Seller the amount of Three Thousand Five Hundred and 00/100 Dollars (3500.00) per lot as a utility deposit (the "Utility Deposit"). Within ninety (90) days of the date Purchaser receives permanent electric and gas service from Northern Indiana Public Service Company for the single-family home on the Lot. Seller agrees to refund to Purchaser the Utility Deposit, without interest.

5. Purchaser shall furnish Builder with a final set of plans and specifications for the construction of a house on the Lot no later than July 10, 1996, and Builder shall furnish Purchaser with a written proposal for such construction no later than August 1st. During said period and immediately thereafter the parties shall engage in good faith negotiations in an attempt to reach an agreement under the terms of which the Builder will construct a house for the Purchaser on the Lot.

6. In the event that Builder and Purchaser cannot reach an agreement as to the terms for the construction of the new home by August 15, 1996, the Builder has the option of buying back Lot 32 for \$67,600.00 (or) relinquish all legal rights to Lot 32 to the Purchaser.

7. Should the Builder choose to buy back Lot 32 said lot is to be transferred to Builder free of any liens or encumbrances. Purchaser further agrees to hold harmless and indemnify Builder against any liens or encumbrances on the Lot. The closing on the sale of the Lot by Purchaser to Builder is to be within thirty (30) days of Builder's written demand but, in any event, no later than November 1, 1996.

8. Should the Builder choose not to buy back Lot 32 he must give written notice to the Purchaser no later than October 1st, 1996. At this time Builder agrees to terminate this agreement, giving all legal rights of Lot 32 to the Purchaser.

9. Builder agrees to begin construction within thirty (30) days of the signing of the contract by all parties for the construction of the new home on the Lot.

10. The Builder acknowledges that on October 2, 1994, the Purchaser paid Six Thousand Seven Hundred Sixty Dollars (\$6,760.00) to the Builder as earnest money for Builder's willingness to tie up the Lot 32 for the time period set forth herein. This payment of \$6,760.00 is not refundable, except that \$6,760.00 will be given as a credit by Builder against the contract down payment if, and only if, a contract is signed by the parties for construction of the new home on Lot 32.

11. This Agreement will be recorded at the Lake County Recorder's Office.

12. In the event that either the Builder or the Purchaser resorts to litigation in order to enforce any of the terms or conditions of this Agreement, the unsuccessful party in said litigation shall be responsible for the reasonable costs and attorney fees of the successful party.



*Ronald W. McFarland Pres M.F.H.*

RONALD W. MCFARLAND  
PRESIDENT MCFARLAND HOMES

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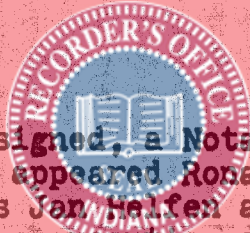
*Louis Jan Helfen*  
Louis Jan Helfen

**This Document is the property of  
the Lake County Recorder!**

*Pamela L. Helfen*  
Pamela L. Helfen

**STOP**

NOT  
State of Indiana  
County of Lake



Before me, the undersigned, a Notary Public in and for said County and State personally appeared Ronald W. McFarland, President of McFarland Homes and Louis Jan Helfen and Pamela L. Helfen, husband and wife, who acknowledge the execution of the foregoing instrument as the free and voluntary act.

*Arlyne W. Royal*

Arlyne W. Royal, Notary Public

My Commission Expires: April 30, 1999

Lake County Residence

Prepared by Ronald W. McFarland