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**NOTICE OF CONTRACT**  
**TO PURCHASE REAL ESTATE**

I, John D. Breclaw, state as follows:

1. That on February 28, 1997, I entered into a contract to purchase real estate with Dan Cuevas, a/k/a Juan D. Cuevas, for the following described real estate:

Lots 7, 8 and 9, in Block 2, Turner-Meyn Park, in the City of Hammond, as per plat thereof, recorded in Plat Book 19 page 12, in the office of the Recorder of Lake County, Indiana

Common Address: 6147 Kennedy Avenue  
Hammond, Indiana 46323

2. That pursuant to the Contract, the Seller is required to clear title and the closing date may be extended in order to clear liens.

3. That it is the intention of John D. Breclaw to purchase the above-described real estate.

I affirm, under the penalties for perjury, that the foregoing representations are true and correct to the best of my knowledge and belief.

Dated this 20 day of March, 1997

**FILED**

APR 20 1997

SAM ORLICH  
AUDITOR LAKE COUNTY

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

John D. Breclaw  
JOHN D. BRECLAW

Before me, the undersigned, a Notary Public, in and for said County and State, this 20th day of March, 1997, personally appeared John D. Breclaw and acknowledged the execution of the foregoing document. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Nicole Lynch  
Nicole Lynch, Notary Public

001481

My Commission Expires: 8/30/97  
County of Residence: Lake

*K* John D. Breclaw & Associates  
200 West Glenn Park Ave  
Griffith, Ind 46319

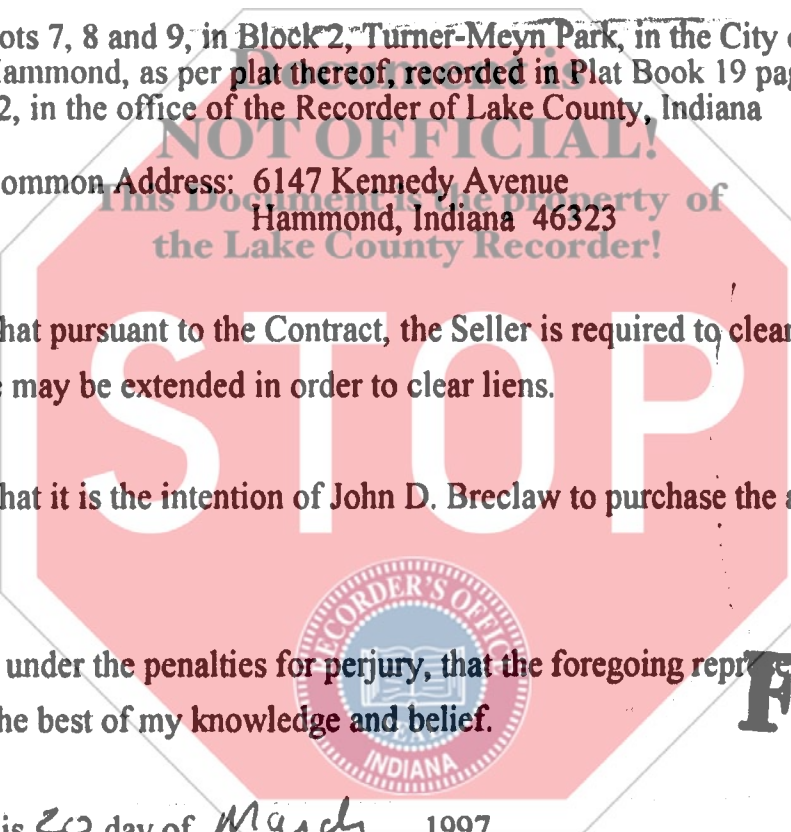
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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

MORRIS W. CARTER  
RECORDER

97 APR 29 AM 8:44



# AGREEMENT TO PURCHASE REAL ESTATE

Date February 1997

To: Dan Cuevas Seller(s) and \_\_\_\_\_ Listing Broker

1. The undersigned, hereinafter called "Purchaser," hereby agrees to purchase from the owner hereinafter called "Seller," through the above Broker-REALTOR(S)®, the real estate commonly known as 6147 Kennedy Avenue in the City/Town of Hammond Township, \_\_\_\_\_ County, Lake, the legal description of which is (or is to be supplied within 10 days) \_\_\_\_\_

upon the following terms:

2. PURCHASE PRICE: Twenty-Six Thousand Five Hundred Dollars (\$26,500.00)

3. EARNEST MONEY: Five Hundred Dollars (\$500.00)

deposited with \_\_\_\_\_ hereafter, to be applied on purchase price at closing or as hereafter set out. Balance of purchase price shall be payable in accordance with Paragraph(s) ~~XXXX~~ below, and further conditions as set forth:

### 4. METHOD OF PAYMENT

~~PARAGRAPH~~  CASH. The entire purchase price shall be paid in cash at the time of closing the transaction upon delivery of a general warranty deed.

~~PARAGRAPH~~  ASSUMPTION OF EXISTING MORTGAGE. Balance of the purchase price shall be paid in cash upon delivery of general warranty deed at closing, less credit in amount of and for buyers assumption and agreement to pay in monthly installments the balance at closing of present First Mortgage Loan against the real estate. Seller represents that the unpaid principal balance of present mortgage is approximately \$ \_\_\_\_\_; interest rate is \_\_\_\_\_%; and monthly payment is \$ \_\_\_\_\_ (which includes taxes and insurance). Exact mortgage balance, including interest shall be determined at date of closing the transaction. The assumed mortgage shall be current and not in default at the time of closing.

~~PARAGRAPH~~  C. 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. Completion of this transaction shall be contingent upon purchaser's ability to obtain a (conventional) ~~(first mortgage)~~ first mortgage loan upon said real estate in the amount of Twenty-One Thousand Dollars (\$21,000.00). Purchaser shall pay all costs of obtaining financing, except seller shall pay any applicable discount points not to exceed one points. Interest rate not to exceed 8 3/4%.

~~PARAGRAPH~~  SALE BY CONTRACT. A down payment of \$ \_\_\_\_\_, of which the earnest money is a part, at closing and at that time buyers and sellers shall execute a conditional sale contract for the real estate for the balance of the purchase price in the amount of \$ \_\_\_\_\_, adjusted for prorations, payable at the rate of \$ \_\_\_\_\_ monthly, which includes principal and interest on the unpaid balance at \_\_\_\_\_% per annum, plus 1/12 of annual taxes and insurance. Upon payment in full seller shall deliver a general warranty deed to purchaser.

5. TIME FOR OBTAINING FINANCING. Purchaser agrees to make application or applications for any financing necessary to complete this transaction, or for approval to assume the unpaid balance of the existing mortgage within 10 working days after the acceptance of this Purchase Agreement, and to make a diligent effort to obtain financing in cooperation with the broker and seller. No more than 45 working days after the acceptance of this Purchase Agreement shall be allowed for obtaining favorable commitment or commitments, or approval of mortgage assumption. If commitment or approval is not obtained within the time specified above, this agreement shall then terminate unless an extension of time for this purpose is granted in writing by 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 assumed by purchaser at the interest rate shown above, the earnest money deposit shall be refunded to purchaser without delay.

6. FURTHER CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~XXXX~~ \_\_\_\_\_  
\_\_\_\_\_

8. CLOSING DATE shall be within \_\_\_\_\_ days after mortgage proceeds are ready to be paid out in case of a Paragraph (C) sale; otherwise on or before May 1, 1997. Reasonable extension of time shall be allowed for correcting defects in title.

9. POSSESSION. Seller(s) agree to surrender possession of the premises on or before closing; 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 the purchaser the sum of \$ \_\_\_\_\_ per day as a charge for use and occupancy of said premises. Failure of Seller(s) to surrender possession as specified shall not make the Seller(s) a tenant of Purchaser(s), but in such event Seller(s) shall be obligated to pay Purchaser(s) \$ \_\_\_\_\_ per day as liquidated damages for each day Seller(s) hold over, and this provision shall not deprive Purchaser(s) of any other legal or equitable remedy available under the law. To enforce this possession agreement, the Seller(s) shall deposit with Seller's agent, from the proceeds of the sale the sum of \$ \_\_\_\_\_ and to pay therefrom all monies due Purchaser(s) for use and occupancy; the balance if any then to be refunded to the Seller(s).

10. SURVEY. Purchaser shall receive a satisfactory (~~XXXX~~) (unstaked) survey of the Real Estate, certified as of a current date, showing the location of all improvements and easements located thereon, unless specifically waived. Seller (shall) ~~(not)~~ be required to furnish such survey at his expense.

11. EARNEST-MONEY RECEIPT. The undersigned ~~XXXX~~ seller hereby acknowledges the receipt of the said earnest money payment of \$ \_\_\_\_\_ from Purchaser(s) by  Check  Cash  Other \_\_\_\_\_

SELLER'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

12. THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN BY REFERENCE. No verbal agreements shall bind the parties. The heirs and personal representatives of the parties are hereby bound and no assignment of this accepted offer shall be permitted by Buyer(s) or Seller(s) without the prior written consent of the other.

13. EXPIRATION AND APPROVAL. This Purchase Agreement is void if not accepted in writing on or before 12 (A.M.) (P.M.) (Noon) (Midnight) of the 28 day of Feb, 1997. The undersigned purchaser has read, understands and hereby approves the foregoing Purchase Agreement, and acknowledges receipt of a signed copy thereof.

Signature [Signature] Purchaser Signature \_\_\_\_\_ Purchaser

14. ACCEPTANCE BY SELLER. The above Purchase Agreement is hereby accepted at 12 (1'Clock (A.M.) (P.M.) this 25 day of Feb, 1997. The undersigned hereby agrees to sell and convey the above described real estate on the terms and conditions specified above, and further agrees to pay at time of closing the transaction, a sales commission in accordance with the Listing Contract, to \_\_\_\_\_ Broker-REALTOR® for services rendered in this transaction, and acknowledges receipt of a signed copy of this accepted Purchase Agreement.

Signature [Signature] Seller Signature \_\_\_\_\_ Seller

## FURTHER PROVISIONS:

### 15. EARNEST MONEY DISBURSEMENT.

Earnest money deposit shall be returned to buyer without delay in the event this agreement is not accepted by seller. If this agreement is accepted, earnest money shall be applied to purchase price at closing. All money paid herewith shall be held by selling broker in his authorized trust account. In the event of the buyer's breach, earnest money shall be applied toward liquidated damages as per listing agreement. After payment in full of broker's and seller's 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 any other legal remedy he may have, including the right to sue for specific performance.

### 16. DEFAULT AND FORFEITURE.

If this offer is accepted by seller and buyer without legal cause, fails or refuses to carry out this agreement, buyer shall pay as liquidating damages for breach of contract the following: to the broker, the sum of the commission that would have been earned had the sale been completed plus 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 sums, to which shall be added reasonable attorney's fees for the collection therefrom and eight percent (8%) interest, without relief from valuation or appraisal laws. In the event both buyers and sellers each breach the accepted offer and fail or refuse to close, or in the event they mutually agree not to close or to rescind this accepted offer, both shall be jointly and severally liable to broker for the commission that would have been earned had the sale been consummated, together with eight percent (8%) interest and reasonable attorney's fees, without relief from valuation or appraisal laws.

### 17. BUYER'S REMEDIES.

In the event Seller breaches the accepted offer and fails or refuses to close, buyer shall be entitled to sue seller either for specific performance, rescission or for damages. In any claim or suit by buyer for rescission or damages, the broker shall only be liable to buyer for return of the earnest money deposit; and seller shall be liable to broker for the commission broker would have earned had the sale been consummated. Any judgment recovered shall include reasonable attorney's fees, eight percent (8%) interest and shall be without relief from valuation or appraisal laws.

### 18. CONDITION.

The property has been inspected and accepted by the buyer "as is" in its present condition and shall be delivered in such present condition to them at the time provided. All risks of ownership and loss, whether by fire, vandalism, theft, casualty or otherwise shall belong to seller to closing date as 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, buyer shall have 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 price (or if no proceeds have been collected by closing, buyer may take an assignment of seller's right to collect such proceeds). Purchaser is relying entirely for its condition upon his own examination and purchaser hereby releases the seller, brokers, REALTOR(S) 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 transaction.

### 19. IMPROVEMENTS AND FIXTURES.

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

### 20. TAXES, ASSESSMENTS AND PRO-RATIONS.

Real property taxes and personal property taxes (if applicable) shall be pro-rated as of the date of closing unless otherwise herein provided. That is to say, 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 in the current year and for that portion of taxes payable the following year calculated as of the date of closing, and buyer shall pay all taxes subsequent 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. Seller shall be charged with and shall pay all assessments for municipal improvements becoming a lien after the acceptance of this offer including all unpaid installments thereof for public improvements that were either commenced to be installed or were installed prior to the date of buyer's within offer; and any other such assessments shall be buyer's obligation. Rents, water and sewer charges and interest on assumed mortgage indebtedness, if any, shall be pro-rated as of date of closing unless otherwise herein provided. Security deposits, if any, shall be transferred to the buyer. Seller will notify tenants of transfer of security deposit by certified mail.

### 21. INSURANCE.

Insurance shall be cancelled as of the date of closing unless otherwise provided herein.

### 22. FLOOD INSURANCE.

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 provide such required insurance if available. Otherwise this agreement to be null and void.

### 23. SELLER'S TITLE

Seller, at his expense, shall furnish Purchaser as soon as the same can be prepared a binder for an owner's policy of title insurance issued by a title insurance company in which the title insurance company shall agree to insure merchantable title in the name of Purchaser after delivery of a deed to Purchaser from Seller. Such 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 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 not prevent buyer from utilizing the property for the primary use for which they purchased same. Title evidence shall be furnished at least five days before closing. Seller warrants the improvements are located entirely within the lot lines and that there are no encroachments from adjoining property. If applicable, a Torrens Certificate of Title and Tax Search may be provided by seller instead of Title Insurance. In the event of Contract Sale seller shall provide evidence of title at time of closing and shall deliver said binder for title insurance upon delivery of General Warranty Deed.

### 24. FHA OR VA APPRAISALS.

In the event of an FHA or VA sale, it is expressly agreed that, notwithstanding any other provisions of this agreement, the buyer shall not be obligated to 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, herein, exceeds the appraised value for mortgage purposes established by FHA in the case of an FHA sale or the reasonable value established by the Veterans Administration in the case of a VA sale. Buyer agrees to pay the fee for FHA appraisal or VA Certificate of Reasonable Value. The buyer 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 VA Certificate of Reasonable Value.