THE GUITANTEE LEST TRUST COMPANY
7095 BRUADWAY SUITE "T"
STATE OF INDIANTAIN 46410

COUNTY OF LAKE

2000 (25)

STATE OF INDIANA
LATE OCUMY
FILED JANUARY 8, 2000
2000 1412 30 Alt 9: 67

#### AFFIDAVIT TO ESTABLISH TELLE

MARIA DE LA LUZ PADRON TELLEZ, being first duly sworn and upon her path in support of her Affidavit to Establish Title, deposes and says:

- 1. That she was born January 29, 1922 in Guanajuato, Mexico with SSAPR 0 2000

  462-22-5680, and that she executes this Affidavit to establish ownership of the peatur popuration referred to as 2489 State Street, Lake Station, Lake County, Indiana, and legally described as:

  Lot Twelve (12), Block Four (4), Second Addition to East Gary Gardens, as shown in Plat Book

  24, Page 51, in Lake County, Indiana; and her family birth name was Murrillo.
- 2. That said realty was purchased via: a REAL ESTATE CONTRACT dated, and recorded, April 3, 1971 between seller herein, Manuel Vasquez, on behalf of Alfonso and Maria P. Chico, via: Power of Attorney from Alfonso Chico and Maria P. Chico to Manuel Vasquez through power of attorney to on their behalf executed on January 20, 1970, a copy of said Power of Attorney is attached hereto and made a part hereon by reference, and Buyers, Maria De La Luz Patron and Servando Padron, then residing at 2481 State Street, Lake Station, Lake County, Indiana, a copy of which Real Estate Contract is attached hereto and made a part hereof by reference.
- 3. That thereafter, Affiant herein and Servando Padron were legally divorced on April 20, 1982 in Lake County, Indiana under cause number: 482-141, and Affiant herein was awarded said real estate in her sole name, and her former name was restored to her, to wit: Maria De La Luz Tellez.
- 4. That Alfonso and Maria P. Chico are both deceased, Alfonso having predeceased Maria P. Chico, she having died November 20, 1982 in Casas Caiedads, Mexico, a copy of her death certificate number: 43403, attached hereto and made a part hereof by reference.

35.E.P.

- 5. That Affiant herein is unable to obtain a warranty deed from the said Manuel Vasquez as Affiant is advised that he resides in Mexico and is no longer interested in affairs relating to Alfonso Chico and Maria P. Chico, as they are now each deceased.
- 6. That Affiant herein and her daughter, Lisa Chapa, 16 Cleveland Terrace, Hobart, Lake County, Indiana, 46342, phone number: (219) 942-0244, have each resided, and Affiant continually, in said residence herein, from the date of its purchase, April 3, 1971, until this date; and have paid all taxes on same, and have held themselves as total owners of said residents, to the exclusion of anyone else, as they are the owners of same and are acknowledged as same, having paid totally and completely the said contract requirements monthly to the First Federal Savings and Loan Association of Lake Station, Indiana, until same was paid in full, a copy of the current tax statement, paid by Affiant is attached hereto and made a part hereof by reference.

AND AFFIANT FURTHER SAYETH NAUGHT,

Date: January 8, 2000.

Subscribed and sworn to before me, a Notary Public, this 8th day of January, 2000. County of Lake.

My Comm. Exp.: 8-4-00.

**Affiant** 

ANEC, Notary Public

## REAL ESTATE CONTRACT

of A	_,Lake County, _Indiana , this day
E AN ADDRESS OF THE STREET OF	pril, 19 71 , by and between Manuel Vasquez, on
46, 7 1 16 g Mail (2,105,00)	Alfonso and Maria P. Chico
	ter called "SELLER"), and Maria De la Luz Padron and Padron
currently	residing at 2481 State St., East Gary, LakeCounty, Indiana, (hereinafter called "PURCHASER").
	· WITNESSETH:
performed and suffi purchase, lowing de to-wit:	ants hereinafter mentioned on its part to be made and, the SELLER hereby agrees to sell and convey by a good cient warranty deed to PURCHASER, who hereby agrees to subject to the provisions of this instrument, the Folk scribed real estate situated in Lake County, Indiana, This Document is the property of ast Gary Gardens, more commonly known as State Street East Gary, Indiana.
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#### 9. PAYMENT OF TAXES:

PURCHASER shall pay all real estate taxes assessed against the real estate described herein by making payment of said taxes directly to the SELLER at Manuel Vasquez. 606 E. 24th Avenue. East Cary Indiana. In April and October of each year hereafter SELLER shall notify PURCHASER in writing of the taxes which will be due and payable in the subsequent month and PURCHASER shall remit said taxes directly to the SELLER within fifteen (15) days of the notification and in no event later than ten (10) days prior to the due date of said taxes.

#### 10. RIGHT OF SELLER TO PAY TAXES:

If PURCHASER shall default in the payment of any taxes, assessments, or insurance premiums, as hereinabove provided and if SELLER, at its option, shall pay any said amounts therefor, then PURCHASER agrees to repay SELLER all such sums so advanced and paid by it together with interest thereon from date of payment of said sums at the rate of Eight (8%) Percent per annum until paid and the same shall be secured by this contract.

#### 11. UTILITIES:

#### Document is

PURCHASER shall pay for all utility charges incurred by them during the term of this agreement, including, but not limited to, any expenses for installation of meters together with any monthly charges for utility services rendered.

the Lake County Recorder!

#### 12. POSSESSION:

SELLER hereby grants PURCHASER the right of immediate possession of the real estate.

#### 13. MORTGAGE:

If at any time either party hereto is able to arrange a first mortgage with a financial institution that equals or exceeds the balance due on this contract, payments on which said mortgage would not exceed the monthly installment payments specified in this instrument, PURCHASER agrees to obtain such loan and to pay reasonable expenses therefor and SELLER agrees to accept payment in full for the balance then due on this contract and to deliver to PURCHASER the deed as hereinafter provided.

#### 14. ASSIGNMENT:

PURCHASER shall not sell, assign or otherwise transfer any interest in this contract or the real estate described herein nor shall the PURCHASER lease or permit occupancy of the premises herein described by any other person, persons, firm or corporation absent written consent of the SELLER.

#### 15. REPAIR AND MAINTENANCE:

PURCHASER shall, at its expense, keep and maintain the premises in good repair and shall not permit waste on the premises or any accumulation of debris or trash upon the real estate herein described. Upon any breach and re-entry by the SELLER, PURCHASER shall deliver up the premises to SELLER in as good condition as the same are now in, ordinary wear and tear excepted. PURCHASER shall at all times use and maintain said premises in accordance with the laws, ordinances and regulations of the United States of America, State of Indiana, and the City of Garry. East Gary.

INTEREST:

#### 4. INTEREST ON DEFAULT:

If at any time any payment upon any indebtedness due SELLER as a result of the terms and conditions of this instrument is in default the entire unpaid balance of the purchase price shall bear interest at the rate of 8%.

Percent per annum during such default.

#### 5. <u>LATE PAYMENT</u>;

#### 6. PREPAYMENT PRIVILEGE ument is the property of

PURCHASER may prepay all or any part of the purchase price on any installment payment date without penalty. Any partial prepayment shall be applied by SELLER on the last installment payments due pursuant to the terms and conditions of this instrument.

#### 7. INSURANCE:

PURCHASER agrees to keep all buildings situate upon the real estate hereinafter described insured in an amount not less than the remaining unpaid balance of the purchase price against loss or damage by fire or any other hazard specified by SELLER in companies acceptable to SELLER and for SELLER'S benefit as its interest appears and to deliver all policies and renewals thereof to the SELLER. Any insurance proceeds shall be applied to the principal due SELLER at the time of receipt thereof without abatement of monthly payments or at the option of SELLER may be applied to restoration of the property.

#### 8. TAXES:

PURCHASER shall pay that proportion of the taxes for the present tax year as that part of the said year subsequent to the date of this instrument bears to the whole of said year and all taxes and assessments levied against the said real estate subsequent to the date of this instrument.

8a. PURCHASERS agree to allow Hermelinda and Enrique Pulido to live in the small house located on the back portion of the premises being conveyed hereby until January 1, 1972 without payment of any rent.

#### 16. INSPECTION:

SELLER shall have the right to enter upon and in said premises for the purpose of inspecting the same at any reasonable time.

#### 17. <u>LIABILITY FOR DAMAGE OR INJURY:</u>

PURCHASER hereby expressly assumes all risks and responsibility for any injury or damage to himself or other persons or property in or about said premises and agrees to hold SELLER harmless from any liability therefrom.

#### 18. CONDEMNATION:

PURCHASER assumes all risks of the taking of any part of the property for public use and agrees that any such taking shall not constitute a failure of consideration but all sums received by SELLER by reason thereof shall be applied as payment of the purchase price less any sums which the SELLER may be required to expend in securing the same.

#### 19. ALTERATION OF IMPROVEMENTS:

PURCHASER agrees to refrain from altering the improvements situate upon the said premises absent written consent of SELLER.

## 20. COVENANT AGAINST LIENS: the Lake County Recorder!

PURCHASER agrees not to purchase any material for repair or improvement of the premises or to have any work performed or permit any work to be performed thereon which might result in any lien or encumbrance as a result thereof nor permit any mechanic's lien or other lien to attach to the said premises absent written consent of SELLER.

#### 21. RIGHT OF SELLER TO CONVEY:

SELLER reserves the right to convey its interest in the premises and any such conveyance thereof shall not be cause of recision of this contract.

#### 22. MODIFICATIONS:

No modification of this agreement nor waiver of any term or condition hereof shall have any force or effect unless the same is in writing signed by both of the parties hereto and all contracts and agreements heretofore made by the parties hereto are merged into and superceded by this instrument.

#### 23. MANNER OF GIVING NOTICE:

The mailing of a written notice by depositing it in any Post Office or letter box enclosed in a post-paid envelope addressed to the PURCHASER and directed to him at the last address furnished in writing to SELLER shall be sufficient notice to PURCHASER for all purposes.

#### 24. <u>DEED</u>:

Subject to performance by the PURCHASER of all the covenants, terms and conditions of this instrument, SELLER agrees to execute and deliver a warranty deed conveying a marketable title to said premises subject only to the following exceptions:

Current real estate taxes and all covenants, easements and restrictions of record.

#### TITLE INSURANCE POLICY:

SELLER agrees to furnish, at his expense, a title insurance policy, showing a good and merchantable title to said real estate at the time of conveyance thereof subject only to title exceptions set forth in the next preceding paragraph of this instrument.

#### 26. DEFAULT:

If any taxes or insurance premiums are not paid when due or if any installment of the purchase price or interest thereon shall become delinquent for a period of The purchase price or if the PURCHASER shall fail to observe or perform any other terms or conditions of this agreement the SELLER may, at its option, cancel this agreement, take immediate possession of said real estate, and remove the PURCHASER or any other person therefrom without any notice or demand whatsoever, the necessity therefor being hereby expressly waived; and in the event of such cancellation all payments theretofore made by PURCHASER shall be retained by SELLER not as a penalty but as liquidated damages for the breach of this agreement and in such event all rights and demands of PURCHASER shall cease and terminate and PURCHASER shall have no further right, title, interest or claim of any kind or character in or to the real estate described herein or the legal or equitable title thereto or any other of the benefits provided under the terms and conditions of this agreement. Failure of the SELLER to exercise any option hereunder at the time of any default shall not operate as a waiver of the rights of the SELLER to exercise such option for the same on any subsequent default at any time thereafter.

#### 27. TIME OF ESSENCE:

It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this contract.

#### 28. RECORDING:

PURCHASER shall not record this contract or any statement, affidavit or other document in any way referring thereto from the office of the recorder of the County in which the premises are situate or in any other public office. If PURCHASER breaches this paragraph of this instrument this Contract shall be void at the option of SELLER and thereupon all the rights, claims, and demands of PURCHASER arising hereunder or because of any act or thing done on account thereon shall thereupon be cancelled and discharged and PURCHASER agrees to pay SELLER all expenses, including court costs and attorneys fees incurred by it in any proceeding to remove such contract, affidavit or document from the record as a cloud on the title to the said real estate.

#### 29. PERSONS BOUND:

All the covenants and agreements herein contained shall extend and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

Manuel Vasquez, on behalf of Alfonso and Maria P. Chico

PURCHASER:

Maria De la Luz Padron.

Servando Padron

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Para Certificados del Registro Civil del Estado de Jalisco.

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LA BARCA, JALISCO.

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We suggest a savings account in this association for any special purpose or an emergency.

16499

### **Power of Attorney**

Know All Men by These Presents, That ALFONSO CHICO and MARIA P. CHICO

have made, constituted and appointed, and by these presents do make, constitute and appoint

Manuel Vasquez

true and lawful Attorney for and in our name, place and stead

to grant, bargain, sell, exchange, lease, mortgage or otherwise convey any part or all of the real estate now owned or hereafter acquired by us or to which We have or may in the future acquire any interest, whether legal or equitable, and in our name to make, execute, acknowledge and deliver good and sufficient deeds, leases, deeds of trust, bills of sale, contracts of sale, mortgages or other conveyance of the same.



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Butter DIKE COUNTY



STATE OF INDIANALS S. V. LAKE COUNTY | FILED FOR RECORD

JAN 22 | 17 PH '70

giving and granting unto Manuel Vasquez said Attorney Edd Bewer to do every act necessary to be done about the premises as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that Manuel Vasquez said Attorney, or

his substitute shall lawfully do or cause to be done by virtue thereof.

In Witness Whereof. The said Alfonso Chico and Maria P. Chico have hereunto set their hand sand seal sthis 20/4day of January 1970

Signed, sealed and delivered in presence of Alfonso Chico

—(SEAL),

Chris J Pupilis

Maria P. Chico .

(SEAL)

Maria V. Chuco

/\$p.r

This instrument prepared by: Bruce E. Sayers, Attorney, 522 Broadway, Gary, Indiana

Before me, the undersigned, a Notary Public in and for said County, this

day of January 1970, came

Alfonso Chico and Maria P. Chico

"and acknowledged the execution of the foregoing instrument.

Witness my band and official scal.

Helen A. Elmore, Notary Public

My Commission expires July 7, 1970

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SEAL MOIANA...

POWER OF ATTORNEY

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	DO NOT WE	RITE, STAPLE OR DEFACE IN THE ABOVE SPACE IN ANY MANNER 1998 TAXES
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1998 TAXES
PAYABLE IN 1999
REAL ESTATE TAXES

LAKE COUNTY, INDIANA

MAKE PAYABLE TO: LAKE COUNTY TREASURER 11 EAST 4TH AVE. GARY, IN 48401

SEND BOTH 1st INSTALLMENT COPIES WITH 1st PAYMENT 65# #acto

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ECEIPT FOR FILING CERTIFICATE
F MORTGAGE OR CONTRACT INDEBTEDNESS

THIS CERTIFIES THAT A MORTGAGE EXEMPTION CERTIFICAL
HAS BEEN FILED WITH THE AUDITOR LAKE COUNTY, STATE OF INDIAN
SUBJECT TO APPROVAL BY THE LAKE COUNTY BOARD OF REVIEW.

Name of Applicant Serverse Col Mariag Radion

FILED

APR 6 1981

all Lot 12, Blay

Secre D Trust

DATE AUDITOR
DATE ALREITER