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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2000 APR 28 PT 1: 21

MORRIS W. CARTER 28 2000 RECORDER

PETER BENJAMIN LAKE COUNTY AUDITOR

A120-10 R120-04	AGREEMENT TO SELL REAL ESTATE
	Jerry Seitzinger & Terri Seitzinger, husband & wife , of
	10612 N. 274 E., DeMotte, IN 46310 as Seller, and
	Myra Harris, single , of
the Caller	5727 W. 153rd Ave., Crown Point, IN 46307 as Buyer, hereby agree that shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDI-
	EREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSAC-
	forth within this contract.
I. LEGA	Lake County, State of Indiana Lot 9
	Lake County, State of Indiana : Lot 9
RIOC	18. in the office of the Recorder of Lake County. Indiana.
2. PURC	k 4 in Dalecarlia, as per plat thereof, recorded in plat Book 18 in the office of the Recorder of Lake County, Indiana. HASE PRICE \$30,000.00 Bollars. Method of Payment: monthly
(a) D	eposit to be held in trust by NA \$ NA
(b) A	pproximate principal balance of first mortgage to which conveyance shall be
st	bject, if any, Mortgage holder: Jerry & Terri Seitzinger 300.00
	sterest
(c) O	
	ash, certified or local cashier's check on closing and delivery of deed (or such
	reater or lesser amount as may be necessary to complete payment of purchase
•	sice after credits, adjustments and prorations).
	ATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be pro-
	the date of closing.
prohibition or commor or rear line	RICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, is and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plate into the subdivision, (c) Public utility easements of record, provided said easements are located on the side is of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if her: Taxes for 199 payable 2000 paid by seller, taxes for 2000
payabi	e 2001 paid by buyer . Seller warrants that there shall be no violations of building codes at the time of closing.
	ULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant
	ract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the exemis contract and as agreed liquidated damages and in full settlement of any claims for damages.
	The second of th
	ULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money
	Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only
_	specific performance.
obtain a w boring inso such evide such infest the costs fo	HTE INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to ritten report from a licensed exterminator stating that there is no evidence of live termite or other woodest infestation on said property nor substantial damage from prior infestation on said property. If there is nee, Seller shall pay up to three (3%) percent of the purchase price for the treatment required to remedy ation, including repairing and replacing portions of said improvements which have been damaged; but if or such treatment or repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such Buyer elects not to pay, Seller may pay the excess or cancel the contract.
	INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain eport from a licensed roofer stating that the roof is in a watertight condition. In the event repairs are

AGREEMENT TO SELL REAL ESTATE

of Sale with warranty of title.

pay. Seller may pay the excess or cancel the contract.

required either to correct leaks or to replace damage to facia or soffit, Seller shall pay up to three (3%) percent of the purchase price for said repairs which shall be performed by a licensed roofing contractor; but if the costs for such repairs exceed three (3%) percent of the purchase price. Buyer may elect to pay such excess. If Buyer elects not to

9. OTHER INSPECTIONS: At least 15 days before closing, Buyer or his agent may inspect all appliances, air conditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48 hours before closing. Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order. All items of personal property included in the sale shall be transferred by Bill

- 10. LEASES: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, seller shall deliver and assign all original leases to Buyer.
- 11. MECHANICS LIENS: Seller shall furnish to Buyer an affidavit that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claims of lien or potential lienors known to Seller. If the property has been improved within that time, Seller shall deliver releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and materialmen, in addition to the seller's lien affidavit, setting forth the names of all general contractors, subcontractors, suppliers and materialmen and reciting that all bills for work to the subject property which could serve as basis for mechanics liens have been paid or will be paid at closing time.
- 12. PLACE OF CLOSING: Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon.
- 13. TIME IS OF THE ESSENCE: Time is of the essence of this Sale and Purchase Agreement.
- 14. DOCUMENTS FOR CLOSING: Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer's attorney, and copy of closing statement to the broker, at least two days prior to scheduled closing date.
- 15. EXPENSES: State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by the Buyer.
- 16. INSURANCE: If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof.
- 17. RISK OF LOSS: If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) cancelling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability.
- 18. MAINTENANCE: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.
- 19. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the 12th day of March, 2000 (year), unless extended by other provisions of this contract.
- 20. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.
- 21. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.
- 22. RADON GAS DISCLOSURE. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Indiana . Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 23. LEAD PAINT DISCLOSURE. "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."
- 24. SPECIAL CLAUSES: NIPSCO to be paid for by buyer as of closed date. Sewer to be paid for by buyer as of closed date.

COMMISSION TO BROKER: The Seller hereby recognizes	sNA			
as the Bro	ker in this transaction, and agrees to	pay as commission		
% of the gross sales price, the sum of	Dollars (\$) or one-half		
of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.				
WITNESSED BY: (Clana Z. Hull 3-12-00	Myra a. Harris	3-12-00		
WitnessDiana L. HillmanDate	Buye Myra A. Harris	Date		
Seller Date Terri Seitzinger	Seller Seitzinger	3-12-00 Date		