

PURCHASE AGREEMENT

1. Date: AUGUST 26, 2002 Purchaser agrees to buy real estate (the "Property") known as
2. 4823 PINE AVENUE in NORTH Township,
3. LAKE County, HAMMOND Indiana, 46327 Zip Code, which is legally described as:

4. STAFFORD & TRANKLE'S ED ALL LOT 16 BLOCK 3 N 1/2 LOT 17
5. in accordance with the terms and conditions set forth below in this Purchase Agreement (the "Agreement"):

6. A. PURCHASE PRICE: TWENTY EIGHT THOUSAND ⁰⁰/₁₀₀ Dollars (\$ 28,000)

7. B. IMPROVEMENTS AND FIXTURES: The above price includes all improvements permanently installed and affixed, such as, but
8. not limited to, electrical and/or gas fixtures, heating equipment and all attachments thereto, gas grills, incinerators, window
9. shades, curtain rods, drapery poles and fixtures, awnings, TV antennas, all landscaping, mailbox, garage door opener with
10. control(s), ceiling fans, smoke alarms, mini barns/storage sheds, satellite dish with control(s). The Property has been inspected and
11. accepted by the Purchaser "as is" in its present condition and shall be delivered in such present condition to Purchaser at the time
12. of possession, free of all liens and encumbrances except as otherwise provided herein. Acceptance of this Agreement by the
13. Seller shall constitute a warranty that all of the articles, fixtures, accessories and appliances above described are fully paid for or
14. will be fully paid for by the Seller prior to closing of the transaction.

15. C. METHOD OF PAYMENT: (Mark (x) in appropriate box below.)

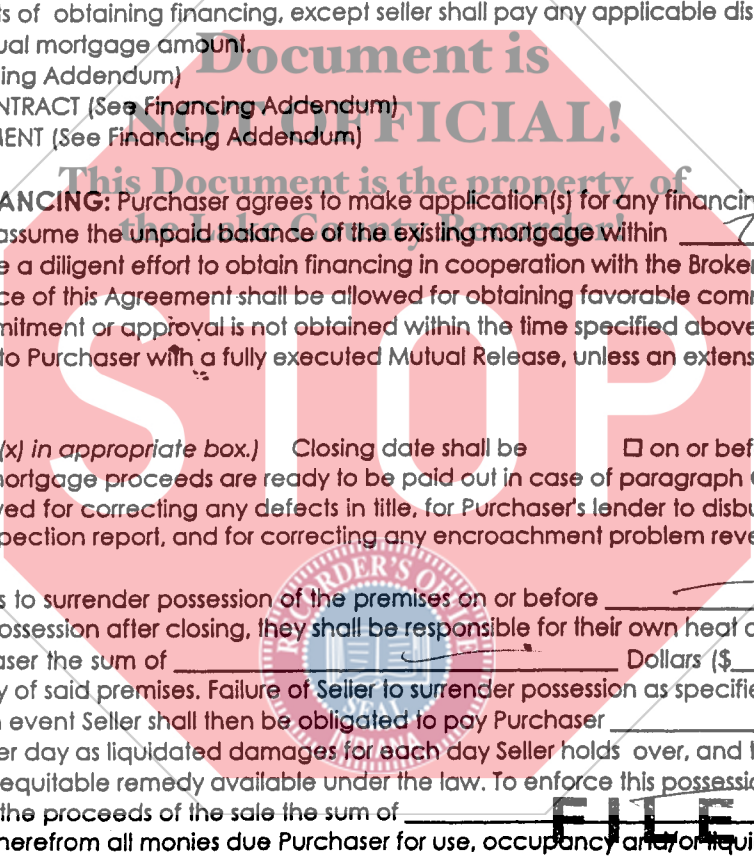
- 16. 1. CASH: The entire purchase price shall be paid in cash, by certified or cashier's check at the time of closing the transaction.
- 17. No financing is required.
- 18. 2. NEW MORTGAGE: Completion of this transaction shall be contingent upon Purchaser's ability to obtain Conventional
- 19. Insured Conventional FHA VA first mortgage loan upon said real estate in an amount not to exceed \$25,000
- 20. Purchaser shall pay all costs of obtaining financing, except seller shall pay any applicable discount points, service fees not to
- 21. exceed 0% of actual mortgage amount.
- 22. 3. ASSUMPTION (See Financing Addendum)
- 23. 4. CONDITIONAL SALES CONTRACT (See Financing Addendum)
- 24. 5. OTHER METHOD OF PAYMENT (See Financing Addendum)

25. D. TIME FOR OBTAINING FINANCING: Purchaser agrees to make application(s) for any financing necessary to complete this
26. transaction, or for approval to assume the unpaid balance of the existing mortgage within 7 days after the acceptance
27. of this Agreement and to make a diligent effort to obtain financing in cooperation with the Broker and Seller. No more than
28. 45 days after the acceptance of this Agreement shall be allowed for obtaining favorable commitment(s) or mortgage
29. assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate,
30. with a return of earnest money to Purchaser with a fully executed Mutual Release, unless an extension of time for this purpose is
31. mutually agreed to in writing.

32. E. CLOSING DATE: (Mark (x) in appropriate box.) Closing date shall be on or before _____
33. within 7 days after mortgage proceeds are ready to be paid out in case of paragraph C. 2 above. Reasonable
34. extension of time shall be allowed for correcting any defects in title, for Purchaser's lender to disburse funds, for correcting defects
35. in the Property noted in any inspection report, and for correcting any encroachment problem revealed in the survey.

36. F. POSSESSION: Seller agrees to surrender possession of the premises on or before _____; during
37. such time as Seller remains in possession after closing, they shall be responsible for their own heat and utilities and in addition,
38. thereto shall pay to the Purchaser the sum of _____ Dollars (\$ _____) per day as a
39. charge for use and occupancy of said premises. Failure of Seller to surrender possession as specified shall not make the Seller a
40. tenant of Purchaser, but in such event Seller shall then be obligated to pay Purchaser _____
41. Dollars (\$ _____) per day as liquidated damages for each day Seller holds over, and this provision shall not deprive
42. Purchaser of any other legal or equitable remedy available under the law. To enforce this possession agreement, the Seller shall
43. deposit with Seller's agent from the proceeds of the sale the sum of _____ Dollars
44. (\$ _____) to pay therefrom all monies due Purchaser for use, occupancy and/or liquidated damages; the balance if
45. any shall then be refunded to the Seller.

46. Purchaser's Signature Josef Hernandez Purchaser's Signature NOV 8 2002 000715
47. Seller's Signature _____ Seller's Signature PETER BENJAMIN
LAKE COUNTY AUDITOR



2002
OCT 11
11:00 AM
FILED



48. **G. MISCELLANEOUS PROVISIONS:** The transaction shall be closed in accordance with the following:
49. 1. Conveyance of this Property shall be by general Warranty Deed, or by _____ Deed, subject to all special
50. exceptions which will be contained in the title insurance policy, unless otherwise agreed to herein.
51. 2. The price and terms of financing on a closed sale shall be disseminated to members of the Greater Northwest Indiana
52. Association of REALTORS®, Inc., to other Brokers upon request, and may be published in the Association's Comparable Market Data
53. Service.

54. **3. FLOOD INSURANCE:** If it is determined that this real estate is located in a flood plain area, and/or flood insurance is required by
55. the lender, then Purchaser hereby agrees to provide such required insurance.

56. **4. Attachments: (Mark (x) in all appropriate boxes and attach)**
- | | |
|--|---|
| 57. <input type="checkbox"/> Indiana Seller's Residential Real Estate Disclosure Form | <input type="checkbox"/> EPA/HUD Residential Lead Paint Disclosure |
| 58. <input type="checkbox"/> Limited Agency Agreement | <input type="checkbox"/> Contingency Agreement |
| 59. <input type="checkbox"/> Disclosing Agency Relationships and Fee Payments Addendum | <input type="checkbox"/> Independent Inspection Addendum |
| 60. <input type="checkbox"/> Financing Addendum | <input type="checkbox"/> Addendum # (s) _____ |
| 61. <input type="checkbox"/> Condominium Addendum | <input type="checkbox"/> Addendum to Purchase Agreement Back-Up Offer |
| 62. <input type="checkbox"/> Personal Property Agreement | <input type="checkbox"/> Other _____ |

63. **5.** Seller represents and warrants that Seller is not a "Foreign Person" (individual or entity) and therefore is not subject to the Foreign
64. Investment in Real Property Tax Act.

65. **6.** If a party to this Agreement, his agent or his lender, requires that this transaction be closed by a title company, a mortgage
66. broker, an attorney, or any other third party which will result in a fee being charged for the settlement/closing, such fee shall be
67. paid equally by Seller and Purchaser.

68. **H. INDEPENDENT INSPECTIONS: (Mark (x) in appropriate box below.)** Purchaser is aware that independent inspections disclosing
69. the condition of the Property are available, and has been afforded the opportunity to require such inspections as a condition of
70. this Agreement. However, should Purchaser waive independent inspections and rely upon the condition of the Property based
71. upon Purchaser's examination, Purchaser releases the Seller and all cooperating brokers and their sales associates representing
72. the Seller and all brokers and their sales associates representing the Purchaser from any and all liability relating to any defect or
73. deficiency affecting the Property; which waiver shall survive the closing. (This paragraph shall not be applicable if Seller and
74. Purchaser have signed an Independent Inspection Addendum.)

75. 1. Independent Inspection Addendum attached. 2. Purchaser waives right to independent inspections.

76. **I. HOME PROTECTION PLANS:** Purchaser has been informed that home protection plans are available, and has been offered
77. the opportunity to require that such a home protection plan be provided either at Seller's expense as a condition of this
78. Agreement, or that Purchaser obtain such a home protection plan at Purchaser's expense. Seller and Purchaser acknowledge
79. that the price for a home warranty program includes the full amount of all fees due and payable and the cost of processing,
80. administration, and inspection for the company and the real estate Broker or licensee who may receive a portion of this fee.
81. (Mark (x) in appropriate box) Purchaser requires that Seller provide a home protection plan at Seller's expense as a condition of
82. this Agreement. Purchaser elects to obtain a home protection plan at Purchaser's expense. Purchaser elects to waive
83. any home protection plan.

84. **J. TAXES, ASSESSMENTS AND PRO-RATIONS:** Real property taxes and personal property taxes (if applicable) shall be pro-rated
85. 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
86. estate and improvements and personal property (if applicable) covered by this Agreement that are payable in the current year
87. and for that portion of taxes payable the following year calculated as of the date of closing, and Purchaser shall pay all taxes
88. subsequent thereto. Pro-ration shall be on the basis of the current tax rate and assessed valuation as of the date of closing and
89. shall be done on a calendar year basis. Seller shall be charged with and shall pay all assessments for municipal improvements
90. becoming a lien after the acceptance of this Agreement including all unpaid installments thereof for public improvements that
91. either were commenced to be installed or were installed prior to the date of Purchaser's written agreement; and any other such
92. assessments shall be Purchaser's obligation. Rents, water and sewer charges, ditch assessments, and dues and assessments of the
93. Owners' Association, and interest on assumed mortgage indebtedness, if any, shall be pro-rated as of the date of closing unless
94. otherwise herein provided. Security deposits, if any, shall be transferred to the Purchaser. Seller will notify tenants of transfer of
95. security deposit by certified mail.

96. **K. TITLE EVIDENCE:** Purchaser shall be furnished a commitment for an owner's title insurance policy in the current form of ALTA
97. Owner's Policy without extended coverage of any type to insure Purchaser a marketable title in the Property in the amount
98. of the purchase price. All expense of obtaining such title insurance commitment and policy shall be paid by Seller, except
99. that the expense of later dating the title commitment after closing and recording fees unrelated to Seller's obligations herein
100. shall be paid by the Purchaser. All expense of obtaining a mortgagee's title insurance policy and all expense of special
101. endorsements to the owner's title insurance policy required by Purchaser or Purchaser's lender shall be paid by Purchaser.
102. Seller shall make a reasonable effort to remove encumbrances and cure defects in title which make it unmarketable, but if
103. such reasonable effort is unsuccessful, this Agreement shall be deemed terminated with no further liability on either Seller or
104. Purchaser. In the event of a Contract Sale, Seller shall provide evidence of title at time of closing or shall deliver said binder
105. for title insurance upon delivery of General Warranty Deed.

106. Purchaser's Signature José Hernandez Purchaser's Signature _____

107. Seller's Signature _____ Seller's Signature _____



PURCHASE AGREEMENT Property Address 4823 PINE AVE Date August 26, 2002
HAMMOND, IN

108. L. SURVEY: (Mark (x) in appropriate boxes.) Purchaser shall receive a Surveyor Location Report, which is a survey where
109. corner markers are not set Boundary Survey which is a survey where corner markers of the Property are set prior to the
110. closing and certified as of a current date, at Purchaser's Seller's expense. The survey shall show the location of all
111. improvements and easements of record. If the survey shows that any of Seller's improvements encroach on any adjoining
112. property or violate any setback requirements, or that any improvements of any adjoining property encroach on the Seller's
113. Property, and if any such encroachment problem cannot be corrected or insured over in the litle policy referred to in paragraph
114. K. of this Agreement, Seller's expense, within thirty (30) days, Purchaser has the option to proceed to closing or terminate this
115. Agreement.

116. M. RISK OF LOSS: All risks of ownership and loss, whether by fire, vandalism, theft, casualty or otherwise, shall belong to Seller until
117. closing, as well as all rights of Seller's insurance. In the event there is any damage to the Property which has not been restored
118. prior to closing, Purchaser shall have the right to rescind this Agreement or to complete the sale and have the insurance proceeds
119. on account of such damage applied against the purchase price, or if no proceeds have been collected by closing, Purchaser
120. has the option to take an assignment of Seller's right to collect such proceeds. It is the Purchaser's responsibility to provide hazard
121. insurance coverage as of the date of closing.

122. N. MAINTENANCE OF PROPERTY: Seller shall maintain the condition of the Property and related equipment until possession
123. thereof is delivered to Purchaser.

124. O. EXPIRATION AND APPROVAL: (Mark (x) in appropriate box.) This Agreement is void if not accepted in writing on or before
125. 7 AM PM Noon Midnight, 8/28/02

126. P. TIME PERIODS: Time is of the essence, and time periods specified in this Agreement shall expire at midnight on the date stated
127. unless the parties agree in writing to a different date and/or time.

128. Q. TERMS BINDING: No verbal agreements shall bind the parties. All terms and conditions of this transaction are included in this
129. Agreement, and this Agreement shall inure to the benefit of and be binding on the parties hereto, their heirs, personal
130. representatives and successors. There shall be no assignment of this Agreement (other than by operation of law) by either party
131. without the written consent of the other party.

132. R. EARNEST MONEY: (Mark (x) in appropriate box.) Purchaser submits herewith \$ 500 ^{or upon acceptance} in the form of check
133. cash other: _____, as earnest money which shall be applied to the purchase price. The Listing Broker shall, on
134. or before the next two (2) banking days after acceptance of this Agreement by the Seller, deposit all cash and/or checks
135. received into Broker's trust account. Earnest money shall be returned promptly in the event this Agreement is not accepted. If this
136. transaction does not close for any reason, the Broker, together with Broker's agents and employees, holding any earnest money, is
137. absolved from any responsibility to pay the same to the Seller or Purchaser, unless the parties enter into a Mutual Release with
138. provisions for the disposition of the earnest money, or a court of competent jurisdiction issues an Order for its disposition.

139. S. DEFAULT BY EITHER PARTY: If this Agreement is accepted and Purchaser shall fail or refuse to close the transaction, without
140. legal cause, Purchaser shall pay to Seller as damages, and not as a penalty, an amount equal to fifteen percent (15%) of the
141. purchase price. If Seller shall fail or refuse to close the transaction, without legal cause, Seller shall pay to Purchaser as damages,
142. and not as a penalty, an amount equal to fifteen percent (15%) of the purchase price. In the event Purchaser or Seller breach the
143. accepted Agreement and fail or refuse to close, or in the event that they mutually agree not to close or to rescind this accepted
144. Agreement, the breaching party or parties shall be liable to the Broker for the professional service fee that would have been
145. earned had the sale been consummated, together with reasonable attorney fees, costs and interest. Either the Purchaser or Seller
146. shall be entitled to sue the other party either for specific performance, rescision or for damages. If either party sues the other to
147. collect said damages, the unsuccessful party shall be obligated to pay the successful party's reasonable costs and attorney fees as
148. part of any judgment recovered, all without relief from valuation and appraisalment laws.

149. T. FAX REPRODUCTION: This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be
150. deemed an original, but all of which together shall constitute one and the same instrument. The parties intend that faxed signatures constitute
151. original signatures and are binding on the parties. Delivery of this document may be accomplished by electronic facsimile reproduction (FAX);
152. If FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

153. Purchaser's Signature Jose Mcnader Purchaser's Signature _____

154. Seller's Signature _____ Seller's Signature _____

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208. **V. ACKNOWLEDGMENTS:** (1) Purchaser and Seller acknowledge that each has received agency office policy disclosures, has
 209. had agency explained, and now confirms all agency relationships. Purchaser and Seller further acknowledge that they
 210. understand and accept agency relationships involved in this transaction. (2) Purchaser acknowledges that in the event the
 211. property is already subject to an existing offer, contingent agreement or pending sale, Seller may either reject Purchaser's
 212. proposed Agreement outright or may Counter-Offer that this Agreement will be accepted subject to or contingent upon the
 213. outcome of such existing offer, contingent agreement or pending sale. (3) Broker(s) may refer Seller or Purchaser to other
 214. professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors,
 215. pest control companies, contractors, and home warranty companies. Broker(s) does not guarantee the performance of any
 216. service provider. Seller or Purchaser is free to select providers other than those referred or recommended to Seller or Purchaser by
 217. Broker(s). (4) Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8. (5) Seller and
 218. Purchaser acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney
 219. for the legal or tax consequences of this document and the transaction to which it relates. (6) Any delays in the closing date
 220. which result from computer failures, shall not terminate this agreement. By signature below, you agree to hold harmless all Brokers,
 221. associated licensees, other professionals and service providers or product vendors party to this transaction, for any delays or errors
 222. which may occur from computer failures.

223. **W. Further Conditions:** AS IS - ADDEDAM TO BE FAXED
 224. & SIGNED LATER - LEAD PAINT TO BE SIGNED ALSO.
 225. SELLER TO PAY \$3000 TOWARD CLOSING COST AND PREPAIDS.

226. By signature below the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

227. Jose Hernandez PURCHASER'S SIGNATURE DATE / TIME PURCHASER'S SIGNATURE DATE / TIME

228. JOSE J. HERNANDEZ

229. 4819 PINE AVE PRINTED MAILING ADDRESS HAMMOND INDIANA 46327 PRINTED MAILING ADDRESS

230. 219-933-7432 Home Telephone 219-933-7432 Work Telephone 219-933-7432 Home Telephone 219-933-7432 Work Telephone

231. **EARNEST MONEY RECEIPT:** The undersigned Listing Broker and/or Selling Broker hereby acknowledges the receipt of the earnest
 232. money payment from Purchaser in the amount of FIVE HUNDRED 500 ^{UPON ACCEPTANCE}
 233. Dollars (\$) 500 in the form of Check # 4800 Cash Other 4800

234. AUSTIN EGARTIA / PARADISE REALTY SELLING BROKER COMPANY NAME Austin Egartia RECEIVED BY AGENT 8/26/07 DATE

235. _____ LISTING BROKER COMPANY NAME _____ RECEIVED BY AGENT _____ DATE

236. The above terms and conditions are: Accepted Rejected Countered (see Counter Proposal attached)

237. at _____ AM PM Noon Midnight, _____.

238. _____ SELLER'S SIGNATURE

239. _____ SELLER'S SIGNATURE

240. _____ PRINTED MAILING ADDRESS _____ PRINTED MAILING ADDRESS

241. Home Telephone 11/8/07 Work Telephone _____ Home Telephone _____ Work Telephone _____

RESPONSE TO PURCHASE AGREEMENT

FORMS RESTRICTED FOR USE BY MEMBERS OF THE **GREATER NORTHWEST INDIANA ASSOCIATION OF REALTORS®, INC.**

IND. NOTARY PUBLIC COMMISSION EXPIRES 7/10/09

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