

13

CONTRACT FOR DEED

HOLD FOR MERIDIAN

THIS CONTRACT FOR DEED is made and entered into this 18 day of October, 2004, between Michael Morris Morris, (hereinafter referred to as "Seller"), and Richard Medellin, (hereinafter referred to as "Buyer"), collectively referred to Parties for the purchase of 1977 Shutz mobile home located at lot 64 in Pine Village, Hobart, IN.

2004 OCT 18 9 33 AM '04
FILED FOR RECORD

WITNESSETH, that if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer, his heirs, executors, administrators, personal representatives, or assigns, in fee simple absolute, clear of all encumbrances by a good and sufficient warranty deed or equivalent deed, that Property ("Property") situated in the County of Lake, State of Indiana, more fully described on Exhibit "A", attached hereto and made a part hereof.

The sale of the Property (and the term "Property") shall include all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way. The sale of the Property shall also include the following fixtures and personal property associated with the Property (unless specifically excluded below), all of which (if any) are owned by Seller free and clear of all liens and encumbrances, including: gas heaters; propane tanks (including propane if owned); central heating, ventilation and air conditioning equipment and fixtures; sump pumps; attached TV antennas and cables; lighting and light fixtures; plumbing equipment and fixtures; attached mirrors; linoleum; wall-to-wall carpet; window and porch shades; blinds; storm windows and doors; screens; curtain and drapery rods; awnings; automated garage door openers and remote control units; keys; attached humidifiers; attached outside cooking units; attached fireplace screens and/or glass doors; attic and ceiling fans; built-in kitchen appliances; and: _____ all appliances

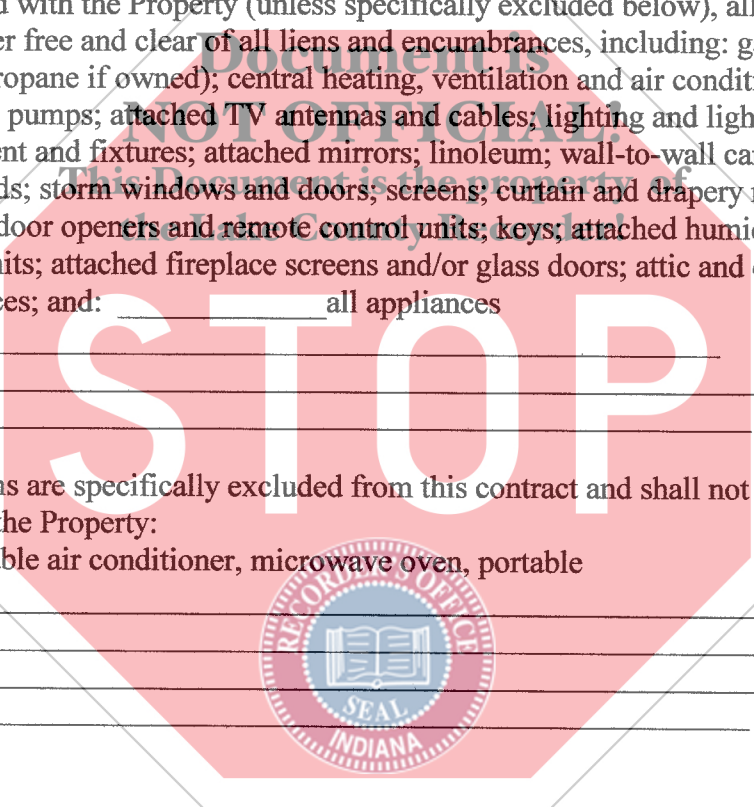
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

(Included Items).

The following items are specifically excluded from this contract and shall not be transferred to Buyer as a part of the Property:

_____ portable air conditioner, microwave oven, portable refrigerator.

(Excluded Items)



PRICE AND PAYMENT

Buyer herein covenants and agrees to pay to the Seller the sum of fifteen thousand Dollars (\$ 15,000) as the purchase price for the Property, as follows (*select and initial one or more that apply*):

	<i>Initials</i>
Seller	<i>mm</i>
Buyer	<i>RM</i>

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NOV 3 2004
STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

000315

34-
DG
MT

[100 / 1000] one hundred dollars good faith, one thousand dollars down payment by labor Dollars (\$ 1100) paid to the Seller upon execution of this agreement, the receipt of which is hereby acknowledged.

[13,900 / 250] The principal sum of thirteen thousand nine hundred Dollars (\$13,900) payable in monthly installments of two hundred fifty Dollars (250) beginning on the fifteenth day of November, 2004, and continuing on the fifteenth day of each and every month thereafter until the fifteenth day of July 2009 when the final payment of one hundred fifty dollars (150) shall be due.

Seller agrees that in the event Buyer is able to pay in full the total price will be reduced to twelve thousand Dollars(12,000).

SECURITY

This Contract shall stand as security for the performance of Buyer and as security of the payment of the obligation of Buyer under this Contract. All improvements on the Property, including, but not limited to, buildings, fixtures, trees or other improvements now on the Property, or hereafter made or placed thereon, shall also be part of the security for the performance of this contract and shall not be removed from the Property.

AS-IS CONDITION OF PROPERTY

Buyer accepts the Property "as-is" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

DEED AND EVIDENCE OF TITLE

Upon payment of the total purchase price and other amounts, including any late charge, by Buyer, Seller will, at Seller's expense, deliver a Statutory or General Warranty Deed to the Property to Buyer, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

TITLE

Title shall be conveyed free and clear of all encumbrances except those mortgages or liens, if any, mentioned herein, easements, restrictions, limitations, reservations, covenants and conditions of record not coupled with a possibility of reverter, right of reentry or other reverter right which amounts to a qualification of the fee, and subject also to applicable zoning ordinances and real estate taxes for the year in which the deed is delivered, and thereafter.

TAXES AND ASSESSMENTS

The Buyer agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land apportioned as of the date of this Contract.

	<i>Initials</i>
Seller	<i>nm</i>
Buyer	<i>RM</i>

RISK OF LOSS AND INSURANCE

Risk of loss by negligence, fire or other casualty is on the Buyer. The Buyer agrees to keep the Property insured, by at least content, liability, fire, casualty, hazard, and windstorm, insurance, with an insurance company satisfactory to the Seller for a sum not less than its full insurable value. All insurance proceeds shall be payable to the Seller. Buyer may pay insurance payments directly to seller per agreed on terms. In the event of a loss by fire or other casualty, the rights and obligations of the parties shall be as follows:

- a. If the damage to the Property and/ or building(s) is less than fifty (50%) percent of the total value of the improvements, the Buyer shall be obligated to repair or reconstruct, as the case may be, and the Seller shall either turn over the insurance proceeds to the Buyer or apply the proceeds directly to the costs of such repair or reconstruction, the Buyer being entitled to any surplus insurance funds over and above the costs of repair or reconstruction, and the Buyer being liable for any deficiency after application of the insurance money to such costs.
- b. If the damage to the Property and/ or building(s) is in excess of fifty (50%) percent of the total value of the improvements, the Buyer shall have the option as to whether to repair or reconstruct following such casualty loss.

(1) If the Buyer elects not to repair or reconstruct, then the unpaid balance of the purchase price, together with accrued interest to date, but excluding unearned interest, shall at the option of the Seller become due and payable forthwith, and the insurance proceeds shall be applied towards the application of such sum, any surplus of the insurance proceeds over and above the Buyer's obligations shall be paid to the Buyer. In the event that the contract is paid out as a result of the application of the insurance proceeds, the Seller shall deliver a deed to the Buyer and consummate the transaction. In the event the contract is not paid out as a result of the application of the insurance process pursuant to an election not to repair or reconstruct after casualty, the proceeds shall be credited to the account of the Buyer and the Buyer will continue to make regular payments pursuant to the terms of the contract until the Buyer's obligations are satisfied and the contract consummated.

(2) If the Buyer elects to repair or reconstruct, the insurance proceeds shall be applied by the Seller to the costs of such repair or reconstruction, the Buyer shall submit the building plans to the Seller for approval, which approval shall be granted if the value of the land after the repair or reconstruction will equal or exceed the value of the land immediately prior to the casualty. If requested by the Buyer, the Seller will, after approval of the Buyer's building plans, turn over the insurance proceeds to an insurance trustee for the purpose of paying for the repairs or reconstruction. Any surplus of insurance proceeds over and above the costs of repair or reconstruction shall be delivered to the Buyer, and any deficiency remaining after application of such proceeds to the costs of repair or reconstruction shall be paid by the Buyer.

	<i>Initials</i>
Seller	<i>mm</i>
Buyer	<i>PM</i>

LOT RESPONSIBILITY

Buyer agrees to pay lot rent as determined by Pine Village on or before the first of each month to seller who will then make payment to Pine Village. Buyer is responsible for upkeep, repairs or maintenance that may be ordered by Pine Village for cosmetic purposes of park. Buyer will be responsible for movement of mobile home in the event Buyer or Buyer's family causes park to order eviction from park.

PREPAYMENT

The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment shall not include unearned interest. Upon full prepayment, the Seller shall have twenty (20) days in which to deliver a warranty deed or equivalent deed. Seller will deduct three thousand dollars (3,000) off of total purchase price.

POSSESSION OF PROPERTY

Upon execution of this Contract Buyer shall take possession of the Property and shall enjoy peaceful possession of the Property for as long as all payments due under this agreement are made in a timely manner and all other terms and covenants are complied with.

TIME OF THE ESSENCE

Time is of the essence with respect to the terms and provisions of this Contract. The time of each payment shall also be an essential part of this contract.

DEFAULT BY SELLER

In case of the failure of the Seller to comply with the terms of this Contract or to perform any of the covenants hereby made and entered into, the Buyer shall have the option to collect damages at law or to demand specific performance, costs and reasonable attorney's fees from the Seller.

DEFAULT BY BUYER

If Buyer fails to make any payment due under this Contract or fails to perform any covenant, term or condition required by this Contract on or before the due date, Seller shall give Buyer a notice of default or performance ("Notice"). The Notice shall state that Buyer is allowed fourteen (14) days from the date of the Notice to cure the default or performance. If the default or failure of performance is not cured within the 14 day time period, then Seller shall have, at Seller's option, any of the following remedies:

- (a) Give Buyer a written notice specifying the failure to cure the default or performance ("Notice of Failure to Cure") and informing the Buyer that if the default continues for an additional fifteen (15) days after service of the "Notice of Failure to Cure" that without further notice, this Contract shall be cancelled and terminated and Seller may regain possession of the Property as provided herein. Buyer shall forfeit all payments made by him to date on this agreement (including taxes and assessments) and said amount (paid to Seller) shall be retained by the Seller in full satisfaction and liquidation of all damages sustained by the Seller. Seller shall have the right to reenter and to take immediate possession of the Property without being liable in any action in trespass, or otherwise, and

	<i>Initials</i>
Seller	<u>nm</u>
Buyer	<u>RM</u>

to seek such self-help remedies or other remedies as shall place the Seller in exclusive possession of the premises. Buyer expressly agrees that in the event of default which is not cured by Buyer and termination of this Contract, and if Buyer fails to vacate the Property, Seller shall have the right to obtain possession by appropriate court action. Seller shall also be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Buyer.

(b) Give the Buyer a written notice specifying the failure to cure the default or performance ("Notice of Failure to Cure") and informing the Buyer that if the default continues for an additional fifteen (15) days after service of the "Notice of Failure to Cure" that without further notice, the entire principal balance and any unpaid interest shall be due and payable immediately, and Seller may take any appropriate action against Buyer for collection of the entire principal balance and any unpaid interest according to the laws of the State of Indiana. All costs and expenses of collection, by foreclosure, or otherwise, including reasonable attorney's fees, shall be paid by the Buyer, and all such sums are hereby secured by this agreement.

© In the event Buyer moves or must leave or default Buyer agrees to provide three months notice to Seller and will allow prospective buyers to enter and tour premises. Buyer will not take any appliances.

MAINTENANCE OF PROPERTY

The Buyer will not permit, commit or suffer waste and will maintain the Property at all times in a state of good repair and condition, and will not do or permit to be done anything to the Property that will in any way impair or weaken the security of the Seller's title. In case of the refusal, neglect or inability of the Buyer to repair and maintain said Property, the Seller may, at the Seller's option, make such repairs or cause the same to be made, and advance money in that behalf, which sums advanced or costs of repairs shall be the obligation of the Buyer and shall be secured by this Contract.

RETURN OF PROPERTY

In the event this Contract is terminated and Buyer is required to return the Property to Seller as may be required by the terms of this Contract, Buyer agrees to return the property to Seller in substantially the same condition, as it now exists, ordinary wear and tear excepted. Seller reserves the right to inspect the property at any time by giving Buyer reasonable notice.

RECORDING

While this Contract may be recorded, the Seller may record a Notice of Termination of said Contract if the Buyer defaults in the performance of the Buyer's obligations and responsibilities under this Contract under the laws of the State of

MORTGAGE BY SELLER

During the lifetime of this contract, Seller may place a mortgage on the Property, which shall

	Initials
Seller	<i>WAM</i>
Buyer	<i>PM</i>

become a lien on the Property, superior to the rights of the Buyer, or may continue and renew any existing mortgage on the Property, as long as the total amount due on all outstanding mortgages is not, at any time, greater than the unpaid balance under this Contract.

If Seller's interest in the Property is at any time encumbered by a mortgage, Seller agrees to perform all obligations under the mortgage and to make all payments of principal and interest on the mortgage as they become due. Seller further agrees to produce evidence of any such payments to Buyer upon Buyer's demand. If Seller defaults on any such mortgage or land contract, Buyer shall have the right to make any necessary payments or take any necessary actions to cure the default and Buyer will be reimbursed by receiving credit to this Contract to apply to any payments that are due or will become due.

CONVEYANCE BY SELLER

The Seller reserves the right to convey, Seller's interest in the Property. Such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract

JOINT AND SEVERAL LIABILITY

If there is more than one Buyer, then all Buyers covenant and agree to joint and several liability and obligations with respect to this Contract.

REINSTATEMENT AFTER ACCELERATION

If Buyer defaults under the terms of this Contract and payments are accelerated hereunder, Buyer shall have the right to reinstate this Contract as allowed by the laws of the State of Indiana, provided that Buyer:

- (a) pays Seller all sums due at that time under this Contract as if no acceleration had occurred;
- (b) cures any default or other covenant or agreement; and
- (c) reimburses all expenses incurred by Seller in enforcing this Contract and protecting Seller's interest in the property, including, but not limited to, reasonable attorneys' fees.
- (d) pay any reinstatement amounts and expenses by: cash, valid money order, valid certified check, valid bank check, or valid cashier's check

In the event of any reinstatement, this Security Instrument and any obligations secured hereby shall remain fully effective as if no acceleration had ever occurred.

NOTICES

Any notice to be given or to be served upon any party hereto, in connection with this Contract, must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: (1) in person; (2) by certified mail; or (3) by overnight courier as follows: If to Seller:

Initials	
Seller	<i>mm</i>
Buyer	<i>RM</i>

Michael Morris
Seller Michael Morris
Address: 534 E 37 Ave L. 164
City Hobart
State and Zip IN 46342

⊗
Seller _____
Address: _____
City _____
State and Zip _____

and if to Buyer:

Buyer *Rachel Madeline*
Address: 3517 Illinois St
City HOBART TOWNSHIP
State and Zip IN 46409

Buyer _____
Address: _____
City _____
State and Zip _____

ASSIGNMENT OR SALE BY BUYER

Buyer shall not sell, assign, transfer or convey any interest in the Property or this Agreement, without the prior written consent by Seller. In the event Seller gives Buyer permission to transfer or convey Buyer's interest, such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

PARTIES

If Seller or Buyer constitutes two or more persons, the terms "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense of the Contract requires. Unless identified as Seller or Buyer, no real estate professional, escrow agent or closing agent is a party to this Contract.

SINGULAR, PLURAL AND GENDER

The words "Seller" and "Buyer" herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context so admits or requires.

PENDING LITIGATION

Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

GOVERNING LAW

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.

DISPUTES

(select appropriate ones)

- Litigation.** If a dispute arises, either party may take the matter to court.

Initials	
Seller	<u><i>MM</i></u>
Buyer	<u><i>RM</i></u>

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

- _____.
- a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

- _____.
- a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

- _____.
- an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

ATTORNEY FEES AND COSTS

In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

SEVERABILITY

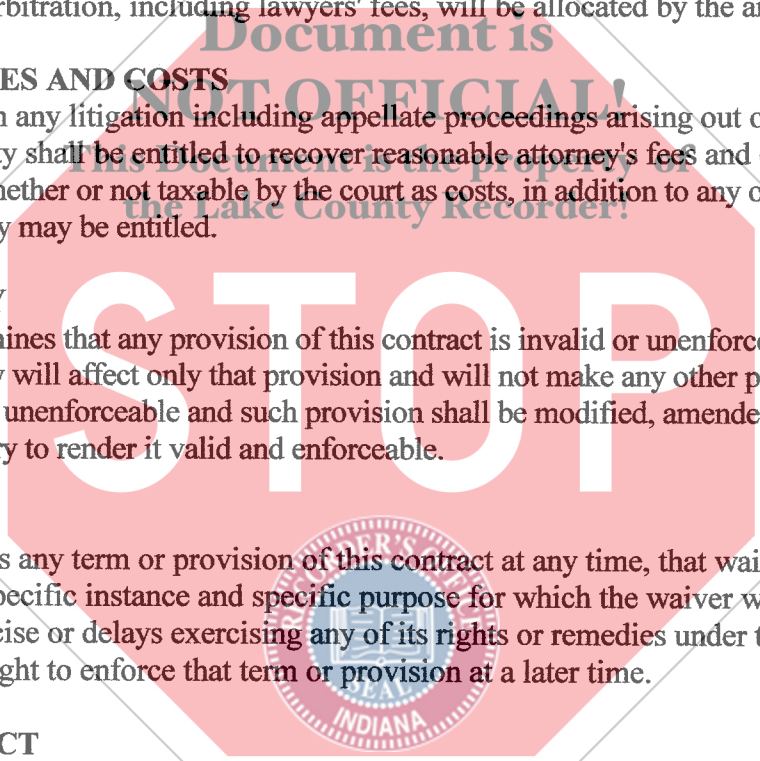
If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

WAIVER

If one party waives any term or provision of this contract at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this contract, that party retains the right to enforce that term or provision at a later time.

BINDING EFFECT

This Agreement and covenants herein shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, executors, administrators, personal representatives and assigns. However, nothing shall authorize a transfer in violation of any other provisions in the Agreement.



	<i>Initials</i>
Seller	<i>MM</i>
Buyer	<i>TAM</i>

COUNTERPARTS

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

INTERPRETATION

Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

TYPEWRITTEN OR HANDWRITTEN PROVISIONS

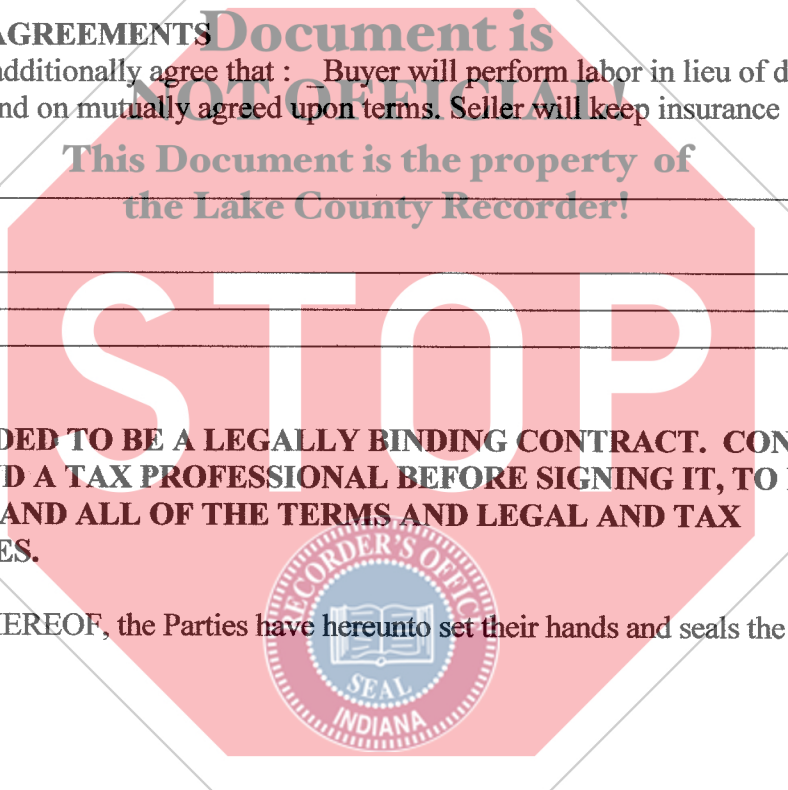
Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

ENTIRE AGREEMENT

This Contract is the entire agreement between the parties with respect to the transaction contemplated herein.. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

ADDITIONAL AGREEMENTS

Seller and Buyer additionally agree that : Buyer will perform labor in lieu of down payment in a timely manner and on mutually agreed upon terms. Seller will keep insurance on mobile home in Seller's name.



THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. CONSULT AN ATTORNEY AND A TAX PROFESSIONAL BEFORE SIGNING IT, TO MAKE SURE YOU UNDERSTAND ALL OF THE TERMS AND LEGAL AND TAX CONSEQUENCES.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

	<i>Initials</i>
Seller	<u>MM</u>
Buyer	<u>RM</u>

Signature *Michael Morris*
Seller 10/22/04
Date 534 E 37th St L 164
Address: Hobart
City IN 46342
State and Zip

Signature *Michael Morris*
Seller Michael D Morris
Date 10/22/04
Address: 534 E 37th St L 164
City Hobart
State and Zip IN 46342

Signature *Rick Medelina* Signature _____
Buyer Rick Medelina Buyer _____
Date 10-22-04 Date _____
Address: 3517 Illinois Address: _____
City Hobart City _____
State and Zip IND. 46409 State and Zip _____

State of INDIANA
) ss
County of LAKE

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

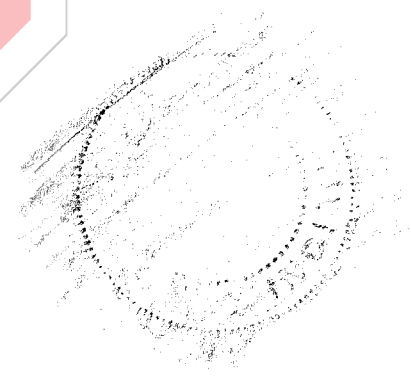
Before me personally appeared MICHAEL MORRIS to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25th day of October, 2004.

Virginia Susan Mylyk
Signature of person taking acknowledgment (Notary Public)

VIRGINIA SUSAN MYLYK (SEAL)
Name typed, printed, or stamped

12-03-08
My Commission Expires



	Initials
Seller	<u><i>mm</i></u>
Buyer	<u><i>RM</i></u>

State of INDIANA)
) ^{SS}
County of LAKE)

Before me personally appeared Rick Medellin to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

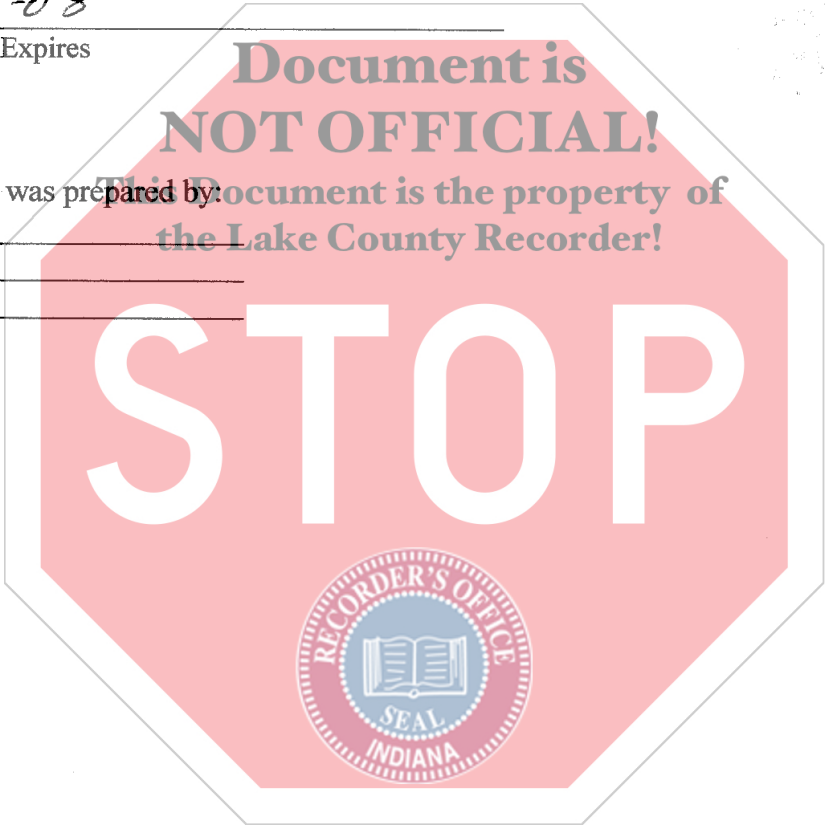
WITNESS my hand and official seal, this 25th day of October, 2007

Virginia Susan Myler
Signature of person taking acknowledgment (Notary Public)

VIRGINIA SUSAN MYLER (SEAL)
Name typed, printed, or stamped

12-03-08
My Commission Expires

This instrument was prepared by: _____



	Initials
Seller	<u>RM</u>
Buyer	<u>RM</u>

EXHIBIT "A"

Legal Description of Property: 1977 Schutz mobile home and all included appliances.



	<i>Initials</i>
Seller	<i>mm</i>
Buyer	<i>RM</i>

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Michelle M</u>	<u>10/22/04</u>	<u>Michelle M</u>	<u>10/22/04</u>
Seller	Date	Seller	Date
<u>Rick Medelina</u>	<u>10-22-04</u>	<u>Rick Medelina</u>	<u>10-22-04</u>
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

