

Land Contract

2005 046773

This Agreement is made and entered into by and between:

JOHN D. HOFFMAN

*John D. Hoffman*

(seller)

whose address is:

946 MONTERREY CT. UNIT D. CROWN POINT, INDIANA 46307

hereinafter called the Vendor and

Steven M. Hoffman

*Steven M. Hoffman*

(buyer)

whose address is:

PO Box 221 Wheeler IN 46393 / 946 D Monterrey CT

hereinafter called the Vendee.

Witnesseth: The Vendor, for himself, his heirs and assigns, does hereby agree to sell to the Vendee, their heirs and assigns, the following real estate commonly known as:

This Document is the property of the Lake County Recorder!

and further described; as:

946 D. MONTERREY CT.  
EDGEWOOD COMMONS (A CONDOMINIUM)  
HICKORY TRACE (BLDG #3) APT. D  
DOC. 2002-089564

TAXES: Steven M. Hoffman  
946 monterrey ct  
Crown Point, IN 46307

FILED

JUN - 8 2005

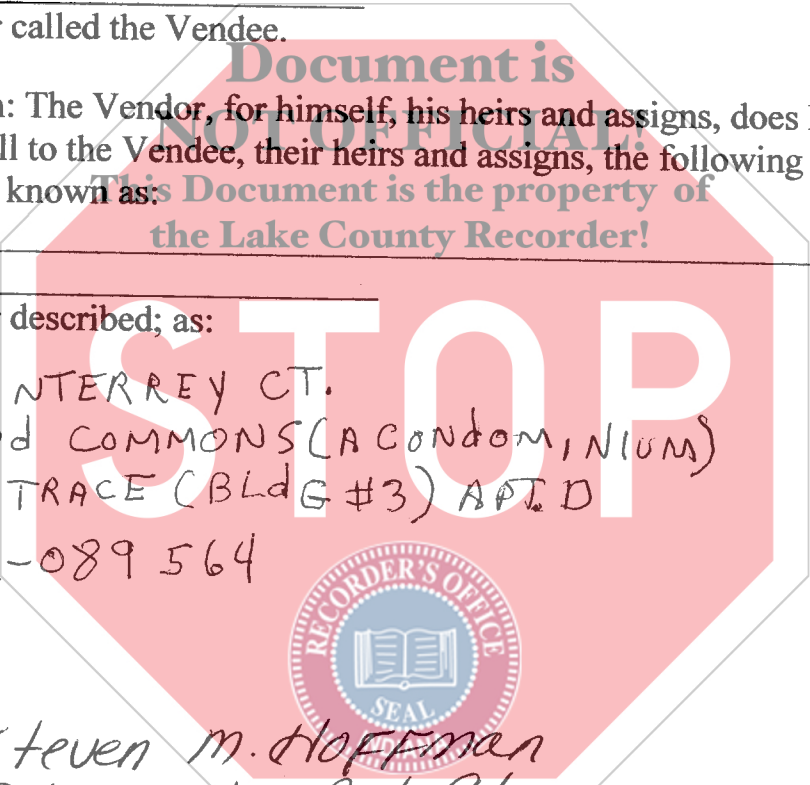
STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

000687

151  
6/20/05

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
46307

2005 JUN - 8 AM 11:45  
MICHAEL J. STIGLICH  
RECORDER





Said real estate is presently subject to a mortgage with John D. Hoffmann and the Vendor shall not place any additional mortgage on the premises without the prior written permission of the Vendees. To protect Vendee's interests, Vendee may elect at any time to pay any sums due hereunder directly to the mortgagee, and any amounts remaining to the Vendor. Vendor understands that this transaction may permit the mortgagee to exercise their right to accelerate the loan and to call the remaining balance due. In any such event, the Vendor agrees to hold Vendee harmless and in no way liable for any damage to Vendor as a result of such action. Vendor initials JDH.

### 3. EVIDENCE OF TITLE:

The Vendor shall be required to provide an abstract or guarantee of title, statement of title, title insurance, or such other evidence of title to Vendee's satisfaction.

### 4. RECORDING OF CONTRACT:

The Vendor shall permit a copy of this contract to be recorded in the LAKE County Recorder's Office at Vendee's discretion at any time subsequent to the execution of this Contract by the parties hereto.

### 5. REAL ESTATE TAXES:

Real estate taxes to the County Treasurer shall remain in the Vendor's name throughout the term of this agreement. Payment of said taxes shall be the responsibility of the Vendee upon the execution of this agreement, and  shall  shall not be escrowed and added to the payment required by Vendee herein.

### 6. INSURANCE AND MAINTENANCE:

The Vendor shall insure the property with a non owner-occupant (landlord) policy against fire and extended coverage to the benefit of both parties as their interests may appear herein. Said policy shall be for an amount no less than 100,000, payment of which shall be the responsibility of the Vendee, and which shall be escrowed and added to the payment due herein.

Vendees shall keep the building in a good state of repair at the Vendees expense. At such time as the Vendor inspects the premises and finds that repairs are necessary, Vendor shall request that these repairs be made within sixty (60) days at the Vendees expense. The Vendees have inspected the premises constituting the subject matter of this Land Contract, and no representations have been made to the Vendee by the Vendor in regard to the condition of said premises: and it is agreed that the said premises are being sold to the Vendee as the same now exists and that the Vendor shall have no obligation to do or furnish anything toward the improvement of said premises. Vendor shall furnish a clear termite report at Vendor's expense prior to executing this contract. If the property has live infestation of wood destroying insects, Vendor will pay costs of treatment and repair damages caused by same. If Vendor elects not to do so, Vendee may elect to waive Vendor's responsibility and proceed, or Vendee may elect not to proceed with this contract. Notice of each election shall be given in writing within five (5) days of, respectively, receipt of Vendor of the notice of infestation and receipt by Vendee of Vendor's notice as to intention to remedy.

#### 7. POSSESSION

The Vendee shall be given possession of the above described premises at Contract execution and shall thereafter have and hold the same subject to default provisions hereinafter set forth.

#### 8. Delivery of DEED:

Upon full payment of this contract, Vendor shall issue a General Warranty deed to the Vendees free of all encumbrances except as otherwise set forth. In addition, Vendees reserves the right to convert this contract into a note and mortgage which shall bear the same terms as the contract for the remaining balance, and receive a warranty Deed to Vendees or assigns from Vendor, anytime the following conditions have been met by then Vendees,

1. At least 20% of the purchase price has been paid to the Vendor.
2. Vendee is willing to pay all the costs of title transfer and document preparations.

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#### 9. DEFAULT BY VENDEES

agreement of the parties, and which shall be binding upon each of the parties, their administrators, executors, heirs and assigns. It is further agreed that neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, the parties have set their hands this 7 day of June, 2005,

Signed in the presence of:

VENDOR: John D. Hoffman  
John Hoffman

Signed in the presence of:

VENDEES: John Hoffman Steven Hoffman  
Steven Hoffman

STATE OF Indiana

COUNTY OF Lake

On this 7 day of June, 2005, before me, a Notary Public in and for said county and state, personally came,

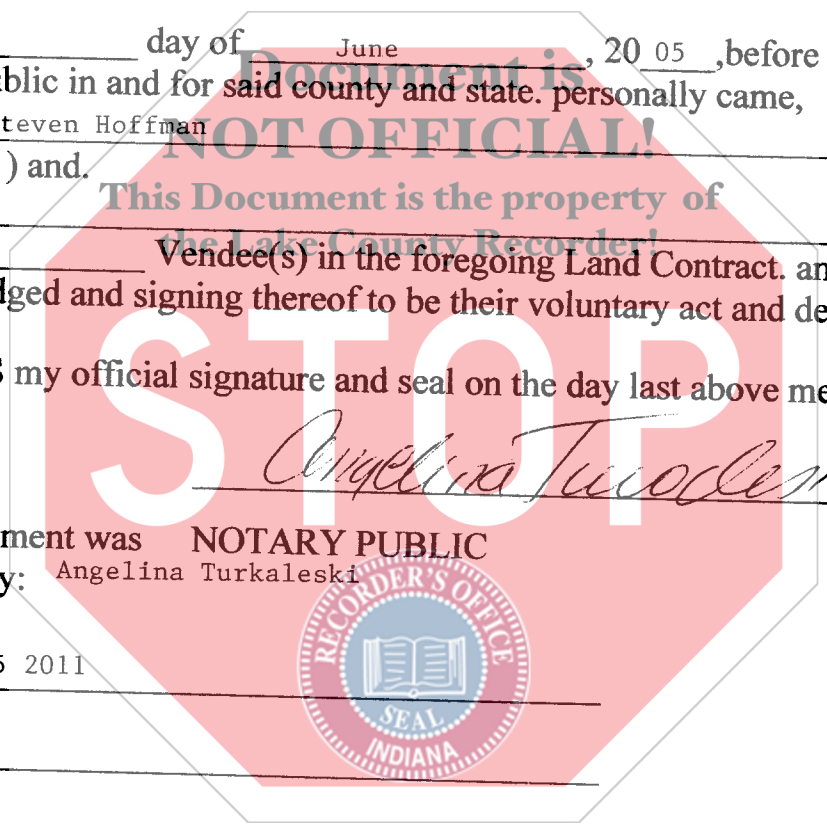
John & Steven Hoffman  
Vendor (s) and

John & Steven Hoffman  
Vendee(s) in the foregoing Land Contract, and acknowledged and signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

This instrument was prepared by: Angelina Turkaleski NOTARY PUBLIC

EXp: June 5 2011





If an installment payment to be made by the Vendee under the terms of this Land Contract is not paid by the Vendee when due or within thirty (30) days thereafter, the entire unpaid balance shall become due and collectable at the election of the Vendor and the Vendor shall be entitled to all the remedies provided for by the laws of this state and/or to do any other remedies and/or seek relief now or hereafter provided for by law to such Vendor; and in the event of the breach of this contract in any other respect by the Vendee, Vendor shall be entitled to all relief now or hereinafter provided for by the laws of this state.

Failure of Vendee to maintain current the status of all real estate taxes and insurance premiums as required herein shall permit Vendor the option to pay any such premiums, taxes, interest, or penalty(ies), and to add the amount paid to the principal amount owing under this contract, or to exercise any remedies available to the Vendor as per the preceding paragraph.

Waiver by the Vendor of a default or a number of defaults in the performance hereof by the Vendee shall not be construed as a waiver of any future default no matter how similar.

**10. GENERAL PROVISIONS:**

There are no known pending orders issued by any governmental authority with respect to this property other than those spelled out in this Land Contract prior to closing date for the execution of the contract.

**11. SPECIAL PROVISIONS:**

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**12. ENTIRE AGREEMENT:**

It is agreed that this instrument and any addendum mutually entered into and, by reference to this agreement, made a part hereof constitutes the entire