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2007 045037

# CONTRACT FOR DEED

THIS CONTRACT FOR DEED is made and entered into this 1<sup>st</sup> day of June 20 07 , by and between PASCAL W. ABEL, (hereinafter referred to as "Seller"), and AVELINE D. RICHMOND, (hereinafter referred to as "Buyer"), collectively referred to Parties.

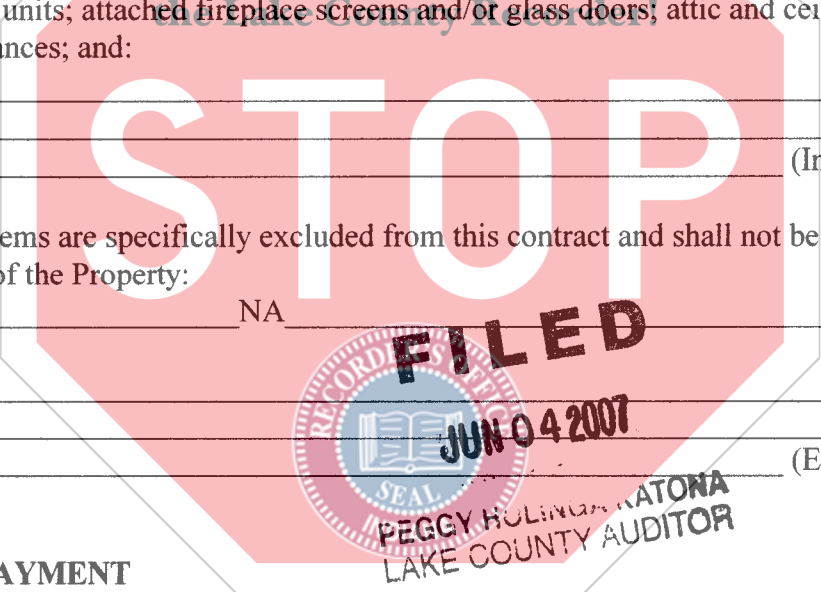
WITNESSETH, that if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer, his heirs, executors, administrators, personal representatives, or assigns, in fee simple absolute, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Included Items).

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

NA  
\_\_\_\_\_  
\_\_\_\_\_  
(Excluded Items)



## PRICE AND PAYMENT

Buyer herein covenants and agrees to pay to the Seller the sum of ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETY & NO/100 Dollars (\$116590.00) as the purchase price for the Property, as follows (select and initial one or more that apply):

[ PWA / AR ] TWO THOUSAND FIVE HUNDRED NINETY & NO/100 Dollars

021376

*Handwritten initials/signature*

	<i>Initials</i>
Seller	<u>PWA</u>
Buyer	<u>AR</u>

(\$2590.00) paid to the Seller upon execution of this agreement, the receipt of which is hereby acknowledged.

[ Dwa / jk ] The principal sum of ONE HUNDRED FOURTEEN THOUSAND & NO/100 Dollars (\$114,000.00) with interest on the whole sum at the rate of 7.5% per annum, payable in monthly installments of SEVEN HUNDRED NINETY-SEVEN & 11/100 (797.11) beginning on the 1ST day of JULY, 2007, and continuing on the FIRST day of each and every month thereafter, until paid in full.

[ \_\_\_\_\_ / \_\_\_\_\_ ] The principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable in monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, and continuing on the \_\_\_\_\_ day of each and every month thereafter until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ when the final payment shall be due.

[ \_\_\_\_\_ / \_\_\_\_\_ ] The principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) with interest on the whole sum at the rate of \_\_\_\_\_ ( \_\_\_\_\_ %) percent per annum, payable in monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, and continuing on the \_\_\_\_\_ day of each and every month thereafter, until the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, when all remaining principal and interest shall be paid.

Any interest that may be charged, shall be computed monthly and deducted from the payment and the balance of the payment shall be applied to the principal

**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,

	<i>Initials</i>
Seller	<u>Dwa</u>
Buyer	<u>jk</u>

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.

**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. 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

	<i>Initials</i>
Seller	<u>PLWCa</u>
Buyer	<u>AK</u>

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.

**EMINENT DOMAIN**

In the event that any or all of the property is taken by eminent domain during the existence of this Contract, the rights and obligations shall be as follows:

a. If the amount taken is less than fifty (50%) percent of the total value of the property at the time of the taking, the entire award shall be paid to the Buyer and the contract shall continue unaffected by the taking.

b. If the amount taken is more than fifty (50%) percent of the total value of the property but less than seventy-five (75%) percent of the total value at the time of the taking,

(1) if the value of the property remaining is equal to twice the amount of the Buyer's indebtedness under the contract, then the entire award shall be paid to the Buyer and the contract shall continue unaffected by the taking, but,

(2) if the value of the property remaining is less than twice the amount of the Buyer's indebtedness under the contract, then so much of the award shall be paid to the Seller as to reduce the outstanding indebtedness of the Buyer under the contract to a point where the value of the property not taken is equal to twice the remaining outstanding indebtedness under the contract, the balance of the award shall be paid to the Buyer, and the contract as thus accelerated as to the final payment shall continue unaffected by the taking.

However, such sums as are necessary for the useful alteration or restoration of the uncondemned portion of the property shall be applied for such purpose before the remaining portion of the award is turned over to the Seller for reduction of the debt. In determining the value of the uncondemned portion of the property, the value shall be the fair market value after the completion of such repairs or alterations as may have been necessitated by the condemnation.

c. If the amount taken is more than seventy-five (75%) percent of the total value of the property at the time of the taking, then the award shall be paid to the Seller to the extent that is necessary to pay out the contract, such sum including accrued interest to date, but excluding unearned interest, and the balance of the award shall be paid to the Buyer. The contract will thus be consummated and the Seller will convey to the Buyer any of the property herein included which was not taken by eminent domain. In the event the amount of the award is insufficient to satisfy the outstanding obligations of the Buyer to the Seller, excluding unearned interest, the contract shall nevertheless be terminated as previously provided in this paragraph, but the Seller shall be authorized to sue for a money judgment

Seller	<u>Initials</u> <u>PWC</u>
Buyer	<u>AK</u>



for any deficiency between the amount of the award and the outstanding obligations of the Buyer.

d. The provisions of this Paragraph shall apply also to any settlement or agreement reached between the Buyer and any corporation, authority or agency having the power of eminent domain whereby the Buyer voluntarily conveys to such agency, authority, or corporation in order to avoid condemnation proceedings.

**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.

**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 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

	<i>Initials</i>
Seller	<u>Pw C</u>
Buyer	<u>AK</u>

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 \_\_\_\_\_ 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.

**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 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

	<i>Initials</i>
Seller	<u>      DWS      </u>
Buyer	<u>      AR      </u>

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 \_\_\_\_\_, 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:

Seller PASCAL W. ABEL  
Address: 5795 TAFT PLACE  
City MERRILLVILLE  
State and Zip INDIANA 46410

Seller \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_  
State and Zip \_\_\_\_\_

and if to Buyer:

	<i>Initials</i>
Seller	<u>PWCA</u>
Buyer	<u>AK</u>

Buyer AVELINE D. RICHMOND  
Address: 5521 FILLMORE ST.  
City MERRILLVILLE  
State and Zip INDIANA , IN 46410

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 Contract, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of \_\_\_\_\_.

**DISPUTES**

(select appropriate provisions)

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

**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

	<i>Initials</i>
Seller	<u>PWC</u>
Buyer	<u>AK</u>



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	<u>          DWCE          </u>
Buyer	<u>          JH          </u>

**COUNTERPARTS**

This Contract 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.

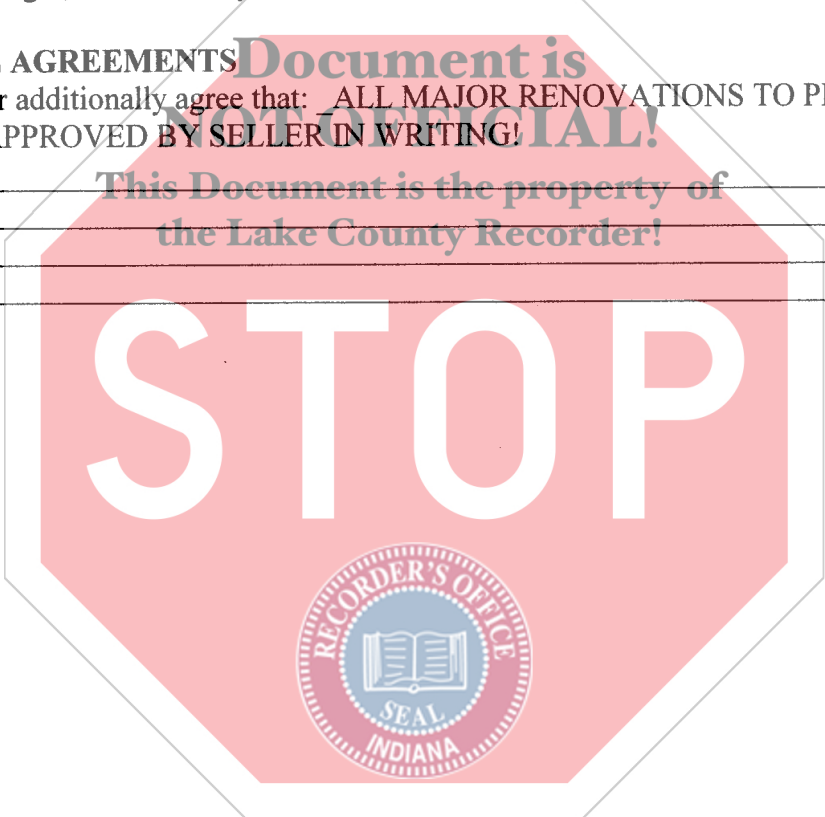
**ENTIRE AGREEMENT**

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: ALL MAJOR RENOVATIONS TO PROPERTY SHOULD BE APPROVED BY SELLER IN WRITING!

**This Document is the property of  
the Lake County Recorder!**



	<i>Initials</i>
Seller	<u>PWC</u>
Buyer	<u>AK</u>

State of INDIANA )  
County of LAKE ) ss

Before me personally appeared Pascal W. Abel 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 ~~Arthur D. Richmond~~ executed said instrument for the purposes therein expressed.

PASCAL W. ABEL  
WITNESS my hand and official seal, this 1 day of JUNE, 2007.

Shalonda L. DeLooney  
Signature of person taking acknowledgment (Notary Public)

SHALONDA L. DeLooney (SEAL)  
Name typed, printed, or stamped

8-17-2012  
My Commission Expires



	<i>Initials</i>
Seller	<u>PWA</u>
Buyer	<u>WLL</u>

State of INDIANA )  
County of LAKE ) SS

Before me personally appeared Aucine D. Richardson 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 Aucine D. Richardson executed said instrument for the purposes therein expressed.

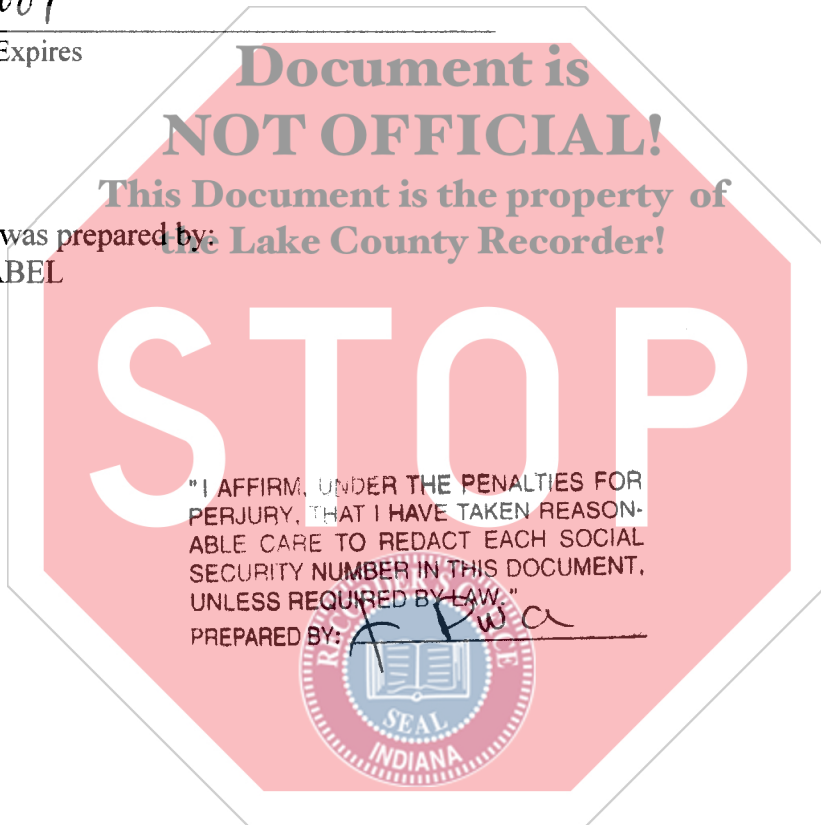
WITNESS my hand and official seal, this 1 day of JUNE, 2007.

Shalonda L. Deloney  
Signature of person taking acknowledgment (Notary Public)

SHALONDA L. DELONEY (SEAL)  
Name typed, printed, or stamped

8-17-2007  
My Commission Expires

This instrument was prepared by:  
PASCAL W. ABEL



	<i>Initials</i>
Seller	<u>PWA</u>
Buyer	<u>SH</u>



**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.**

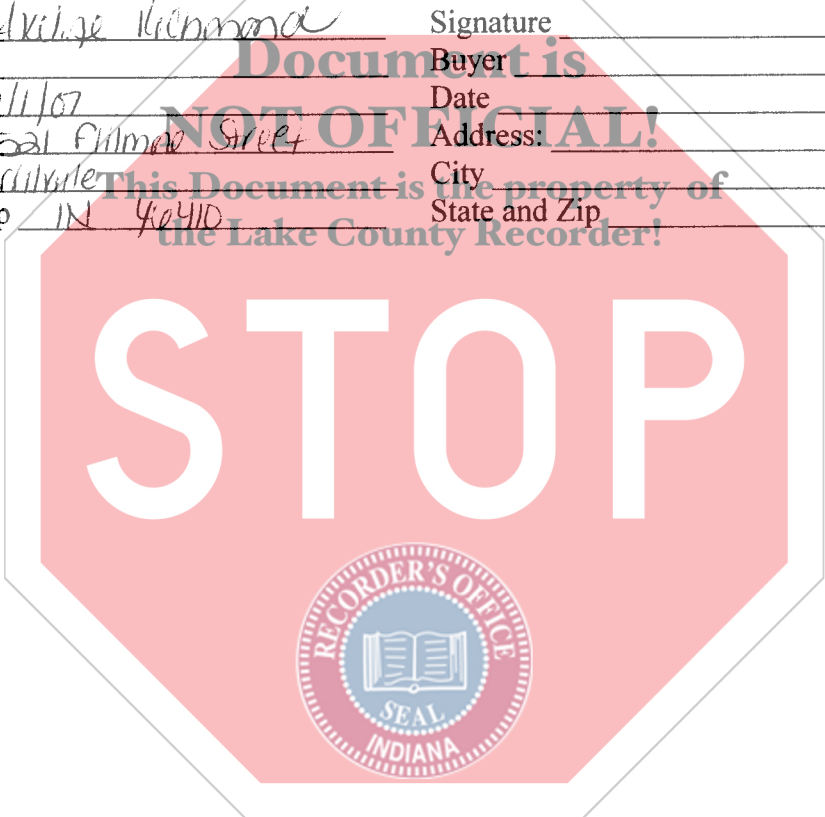
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Signature Parson W. Cell  
Seller \_\_\_\_\_  
Date 6/1/2007  
Address: 5795 Tall Place  
City Merrillville, IN  
State and Zip IN 46410  
7

Signature \_\_\_\_\_  
Seller \_\_\_\_\_  
Date \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_  
State and Zip \_\_\_\_\_

Signature Julie Richmond  
Buyer \_\_\_\_\_  
Date 6/1/07  
Address: 5521 Filmore Street  
City Merrillville  
State and Zip IN 46410

Signature \_\_\_\_\_  
Buyer \_\_\_\_\_  
Date \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_  
State and Zip \_\_\_\_\_



	<i>Initials</i>
Seller	<u>PC</u>
Buyer	<u>MR</u>

**EXHIBIT "A"**

Legal Description of Property:

LOT 12, BLOCK 16, MEADOWDALE SUBDIVISION, AS SHOWN IN PLAT BOOK 31, PAGE 52, IN LAKE COUNTY, INDIANA. COMMONLY KNOWN AS 5521 FILLMORE ST., MERRILLVILLE, IN 46410.



	<i>Initials</i>
Seller	<u>Pwa</u>
Buyer	<u>JK</u>

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

## Lead Warning Statement

Every Buyer 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 property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections 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.

## Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_
- (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller (Check (i) or (ii) below):
- (i) \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): \_\_\_\_\_
- (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Purchaser's Acknowledgment (initial)

- (c)  Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet Protect Your Family From Lead In Your Home.
- (e) Purchaser has (check (i) or (ii) below):
- (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgment (initial)

- (e) \_\_\_\_\_ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

## 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>Paul W. Cecil</u>	<u>6/1/2007</u>	_____	_____
Seller	Date	Seller	Date
<u>Trish Richmond</u>	<u>6/1/2007</u>	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date