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## Contract to Purchase Building

### 1. Names

This contract is made by WILLIAMS JOHNIE & LENA (Seller) and Paris Harris Jr. (Purchaser).

### 2. Purchase of Real Estate

Seller is selling and Purchaser is buying the property located at 2555 West 19th Avenue, Gary, Lake, Indiana 46404.

The legal description of the property is as follows:

GERMANIA NO. 2 L.17 BL.2 ALL L.18 & 19 BL.2

### 3. Purchase Price

The purchase price is \$14,000. Seller acknowledges that Purchaser has deposited \$0 with Ticor as escrow agent upon the signing of this agreement. This deposit is to be credited against the purchase price. The balance of \$14,000 will be paid at closing in cash or by cashier's check.

### 4. Inclusions

This contract includes all improvements and fixtures (including lighting, plumbing, heating and cooling fixtures) now on the property.

### 5. Exclusions

No fixtures are excluded from this contract.

### 6. Condition of Equipment

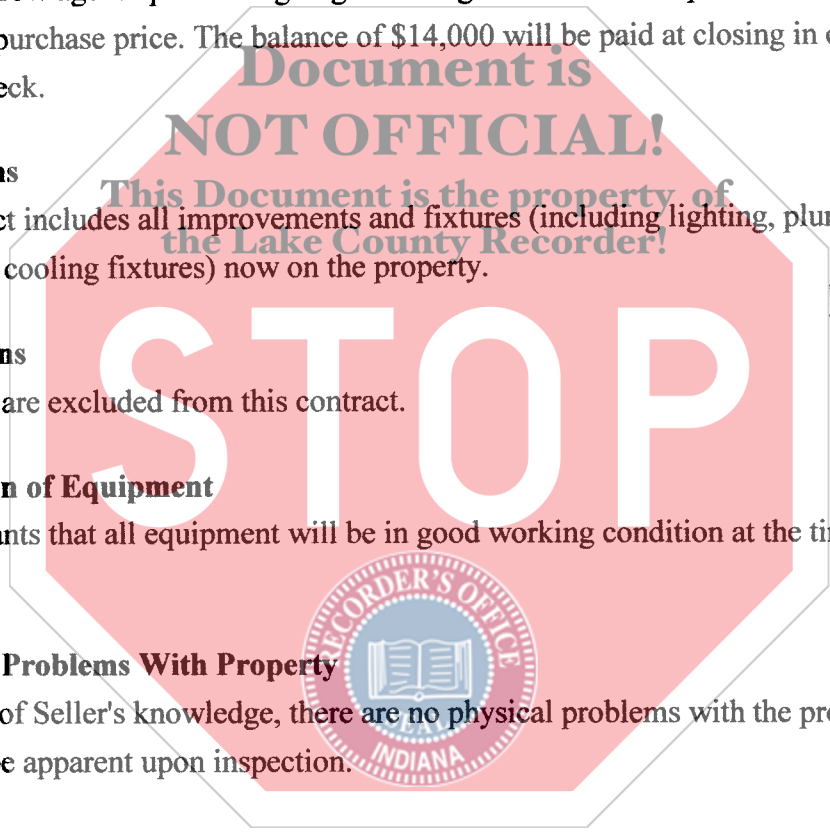
Seller warrants that all equipment will be in good working condition at the time of closing.

### 7. Physical Problems With Property

To the best of Seller's knowledge, there are no physical problems with the property that would not be apparent upon inspection.

### 8. Cleaning of Premises

Seller warrants that the premises will be free of trash and will be left in broom-clean condition at the time of closing.



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MICHAEL A. MOYER  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED PER RECORDER

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## **9. Special Assessments**

Seller will pay any special assessments that are a lien on the property at the date of closing. Purchaser will pay any special assessments that become a lien on the property after the date of closing.

## **10. Other Charges**

Seller will pay any other charges made against the property by any government authority for installation or extension of water, sanitary or sewer service, if such charges have been incurred up to and including the date of closing. Purchaser will pay for the charges incurred after the date of closing.

## **11. Real Estate Taxes**

Real estate taxes will be prorated on a 30-day-month, 360-day-year basis to the date of closing based on the due date of the taxing authority. For proration purposes, these taxes will be deemed to be paid in advance.

## **12. Closing and Possession**

The purchase will be closed on January 9, 2007. Possession will be given at closing.

## **13. Transfer of Title**

Seller will transfer marketable title to the property to Purchaser by a warranty deed. Seller will pay any transfer tax when title passes.

## **14. Title Insurance**

Purchaser will receive an owner's policy of title insurance, including a policy commitment before closing, in the amount of the purchase price. The cost of the owner's insurance policy will be split equally between Purchaser and Seller.

## **15. Additional Contingencies**

This contract is contingent upon satisfactory completion of the following item:

- A contractor's inspection of the property at Purchaser's expense resulting in a report satisfactory to Purchaser. This contingency is to be removed by January 9, 2007.

## **16. Removal of Contingencies**

If any contingency in this contract is not removed in writing by the required date, this contract becomes voidable. After the required date and until the contingency is removed, either party may cancel this contract by written notice to the other. In that case, Seller will return the deposit to Purchaser or authorize the escrow agent to do so.

**17. Loss Before Closing**

Until the purchase is closed and the warranty deed delivered to Purchaser, the risk of loss by fire, windstorm, earthquake, flood or other casualty is assumed by Seller.

**18. Default**

If Purchaser defaults, Seller may (1) pursue legal remedies or (2) cancel this contract and claim the deposit as liquidated damages.

If Seller defaults, Purchaser may (1) enforce this contract, (2) demand a refund of the deposit in termination of this contract or (3) pursue legal remedies.

**19. Disputes**

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

**20. Entire Agreement**

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

**21. Successors and Assignees**

This contract binds and benefits the heirs, successors and assignees of the parties.

**22. Notices**

All notices 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:

- in person
- by certified mail, or
- by overnight courier.

**23. Governing Law**

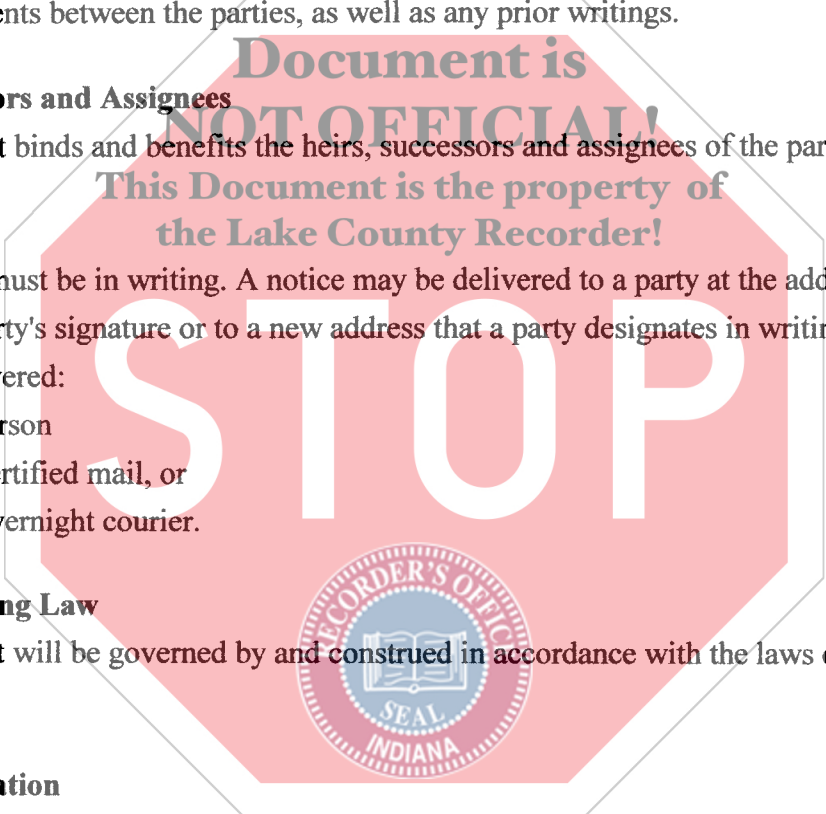
This contract will be governed by and construed in accordance with the laws of the state of Indiana.

**24. Modification**

This contract may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

**25. Waiver**

If one party waives any term or provision of this contract at any time, that waiver will be



effective only 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.

**26. Severability**

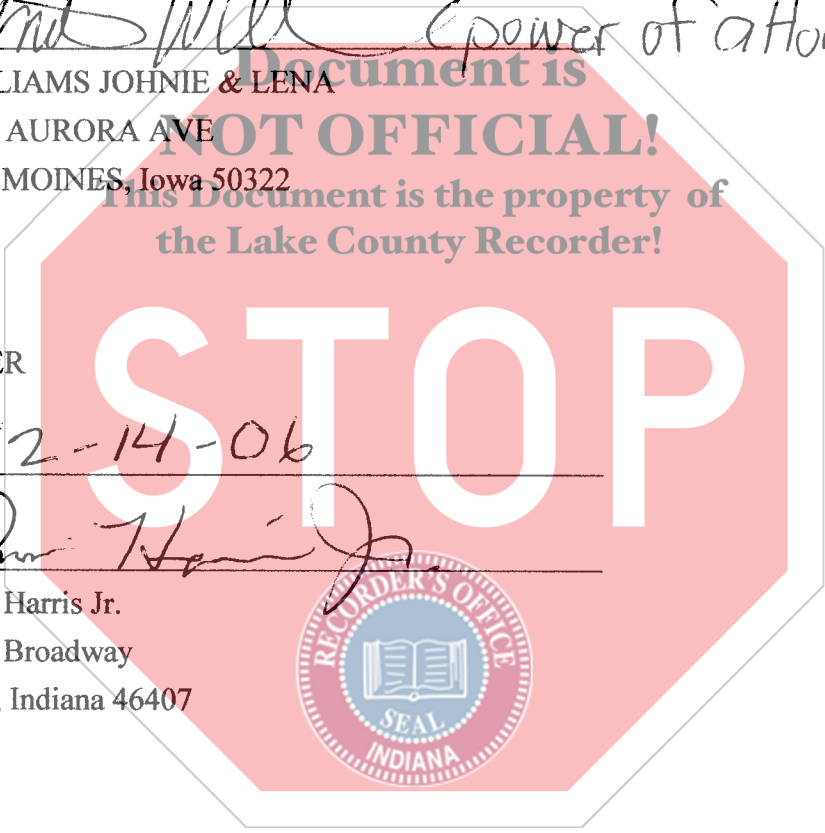
If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to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

SELLER

Dated: 12/20/06

By: [Signature] (power of attorney)

WILLIAMS JOHNIE & LENA  
7024 AURORA AVE  
DES MOINES, Iowa 50322



PURCHASER

Dated: 12-14-06

By: [Signature]

Paris Harris Jr.  
1816 Broadway  
Gary, Indiana 46407

**Contract Amendment to Building**

**10. Other Charges**

The property is sold as is. Seller will not pay any other charges made against the property by any government authority for installation or extension of water, sanitary service.

**11. Real Estate Taxes**

Buyer and seller will discuss real estate taxes at the time of closing.

SELLER

Dated: 12/20/06

By: 

WILLIAMS JOHNIE & LENA  
7024 Aurora AVE.  
URBANDALE, IOWA 50322

*power of Attorney*

PURCHASER

Dated: \_\_\_\_\_

By: \_\_\_\_\_

HARRIS JR PARIS  
1816 BROADWAY  
GARY, INDIANA 46407



"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

PREPARED BY: 