

WHEN RECORDED MAIL TO:  
Rock Solid Investments  
P.O. Box 1915  
Hollywood, Ca 90078

2008 062091

COPY

2008-06-20 1:00

**CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE**

This is intended to be a legally binding contract.  
If not fully understood, seek the advice of an attorney.

THIS CONTRACT, made and entered into by and between BRIAN PARRIS  
(hereinafter called "Seller"), and  
ANGELA D. KINCAID-JOSHUA, (hereinafter called "Buyer"). "Each of  
the above individuals are over eighteen (18) years of age."

**WITNESSETH:**

Seller hereby agrees to and does sell to Buyer, and Buyer agrees to and does purchase from Seller, the following described real estate (including any improvements now or hereafter located on it) in the City of MERRILLVILLE, County of LAKE, State of Indiana, (such real estate including improvements, hereinafter called the "Real Estate"):  
LOT "C" AND THE NORTHEASTERLY 10 FEET OF LOT "D"  
IN WRIGHT MANOR FIRST SUBDIVISION TO GARY  
AS PER RECORD PLAT THEREOF, RECORDED IN PLAT BOOK  
PAGE 36 PAGE 57 IN THE OFFICE OF THE RECORDER OF  
LAKE COUNTY INDIANA

MORE COMMONLY KNOWN AS: 5991 MCKINLEY STREET MERRILLVILLE INDIANA 46410

Document is NOT OFFICIAL!

**THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

1. **PURCHASE PRICE.** The purchase price of the property which the Buyer agrees to pay and the Seller agrees to accept shall be the sum of ONE HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED DOLLARS (\$ 134,900.00/100 ), payable as follows

A. The sum of ONE THOUSAND NINE HUNDRED Dollars (\$ 1900.00/100 ) paid hereto as down payment to be applied toward the purchase price, receipt of which is hereby acknowledged. The receipt of this sum is hereby acknowledged by Seller, leaving an unpaid balance of the purchase price in the sum of ONE HUNDRED THIRTY THREE THOUSAND 9/100 Dollars (\$ 133,000.00/100 ) That amount, as it is reduced by payments of Buyer properly credited, and as it is increased by payments and expenses of Seller properly incurred under this Contract, is hereinafter called the "Unpaid Purchase Price."

B. The Unpaid Purchase Price shall bear interest at the rate of Nine 40/100 percent (9.4%) per annum from the date hereof or from the date cost and expenses incurred by the Seller are added to the Unpaid Purchase Price pursuant to this Contract, as may be applicable. The Unpaid Purchase Price and interest payments shall be paid in monthly instalments of ONE THOUSAND THREE HUNDRED FORTY NINE 73/100 Dollars (\$ 1349.73 ) shall be made monthly with the first payment due the FIFTH day of MAY, 2008 and subsequent payments shall be due the 5<sup>TH</sup> day of each month thereafter, until FEBRUARY, 2038, at which time a payment of ONE THOUSAND NINETY EIGHT 22/100 Dollars (\$ 1098.22 ) shall be due, which shall pay the Unpaid Balance in full if all monthly payments have been timely made. This note has been amortized over a period of 30 years. Interest shall accrue from the date hereof. In the event the rate of interest is found not to be permitted by law, this Contract will be revised to reflect a permitable rate of interest and said Contract will not be declared void. In addition, Buyer shall pay with his monthly instalments equal to 1/12th of the annual obligation for

\$35  
CS  
100

said taxes, hazard insurance, and homeowner's assessments, if applicable, in monthly installments equal to 1/12th of the annual obligation for said taxes, insurance and assessments. The current monthly estimate for said taxes, insurance, and assessments is: Taxes; \$ 200.00. Insurance; \$ 41.08 Association Fees; \$ N/A. Buyer understands that the taxes, insurance and association fees are subject to adjustment up or down and agrees to pay the actual amounts thereof. Buyer further agrees and understands that should expenses for said taxes, insurance, and assessments be due in advance or payable in an annual obligation this said expense shall be that of the Buyer. This expense shall be due immediately upon notice.

C. At the option of the Seller, Buyer may continue to make monthly installments after the final payment becomes due; however, Buyer will be responsible for a monthly extension fee in the amount of N/A dollars (\$ N/A).

D. No prepayment shall be permitted for the first year hereof. Thereafter Buyer may prepay any or all amounts due hereunder at any time without penalty.

E. Buyer understands and agrees that this Agreement is made with the understanding that the Buyer intends to occupy the Real Estate solely as the Buyer's Primary Residence at all times.

F. In the event the Buyer's monthly installments are not received by the due date, Buyer agrees to pay a late payment charge of five percent (5%) of the delinquent installment. If payment is still not received by the 20th day, an additional five percent (5%) late charge shall be due. The late payment penalty is due and payable with the delinquent installment. All moneys received shall first be applied to oldest balance due. Note: "Received" refers to actual date of receipt, not date post marked (we are not responsible for post office delivery).

G. Buyer agrees to pay a service charge of \$25.00 for any check dishonored by the bank (for any reason). In addition, the Buyer agrees to make payments for the following 6 (six) months with Certified Funds only. Buyer further agrees that should 2 (two) checks be dishonored by their bank (for any reason) that they will make all future payments with Certified Funds only. No Exceptions.

H. Each payment on this contract shall be sent to Seller at the following address:  
Rock Solid INVESTMENTS: P.O. Box 1915 LOS ANGELES CALIFORNIA  
90078 or at such other address as Seller shall designate in writing.

2. **INSURANCE.** At all times during the period of this contract, Buyer shall:  
*1877 Franklin Ave Apt 105 Hollywood CA 90028 / Rock Solid Inv.*

A. Keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price, and

B. Keep Flood Hazard Insurance on the Real Estate in the amount of the Unpaid Purchase Price or the highest amount available if less than the Unpaid Purchase Price if the Real Estate is located in a Flood Hazard Zone as shown by a current certificate of survey according to the maps in the office of the County Surveyor, unless such insurance coverage is waived in writing by the Seller, and

C. Keep standard liability insurance with coverages in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and

D. Pay premiums on such insurance policies as they become due and provide Seller with written proof of such insurance coverage annually and as Seller may reasonably request. Such policies of insurance shall be carried with a company or companies approved by the Seller and legally authorized by the State of Indiana to engage in such business. Such policies of insurance shall also be issued in the name of the Seller and Buyer, as co-insured, and shall provide that the insurer may not cancel or materially change coverage without at least thirty (30) days prior written notice to Seller and Buyer.

Except as otherwise agreed hereafter in writing, Buyer shall not enter into the settlement of any insurance claim covered under the foregoing insurance policies without the written consent of Seller. Any insurance proceeds received as payment for any loss of, or damage to the Real Estate covered by said

insurance, shall be applied to the restoration and repair of the loss or damage. All restoration and repairs shall be performed in accordance with all state and local building codes and shall meet the quality of the improvements pre-existing and loss or damage and all work shall be performed by a duly licensed contractor. Notwithstanding the above provisions, if there exists an incurred Event of Default by Buyer under this Contract on the date of receipt of such proceeds, the proceeds may be applied, at Seller's option, toward prepayment of the Unpaid Purchase Price, with any excess to be paid to the Buyer.

Buyer understands and agrees that the insurance coverage is for the structure only. The Buyer understands and agrees that the insurance policy remains in the name of the Seller until the deed transfers to the Buyer. Having the insurance policy remain in the seller's name in no way interferes with the Buyer's receipt and benefit of the equitable title. The Buyer understands and agrees that the current policy carries a deductible of \$ 5000.00 which in the event of a claim shall be the sole liability of the Buyer. The Buyer also agrees to obtain individual coverage for his/her personal contents and liability.

3. **POSSESSION.** Buyer shall be entitled to possession of such property on or before the 1<sup>ST</sup> day of APRIL, 2008 and may retain such possession so long as Buyer is not in default under the terms of the Contract in accordance with applicable state law. All crops which have been planted upon the Real Estate prior to the 1<sup>ST</sup> day of APRIL, 2008 shall belong to Seller, who shall have the right of ingress and egress across the Real Estate for purpose of harvesting such crops.

4. **TITLE INSURANCE.** Buyer understands and agrees to be solely responsible for any/all Title Report or Title Insurance expenses.

5. **RIGHTS OF PARTIES TO PERFORM OTHER'S COVENANTS.**

A. If one of the parties hereto (hereinafter called "Responsible Party") fails to perform any act or to make any payment required by this Section, the other party (hereinafter called "Nonresponsible Party") shall have the right at any time and without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of the Nonresponsible Party to perform any act or to make any payment required of the Responsible Party under the terms of this Contract.

B. The exercise of such right by a Nonresponsible Party shall not constitute a release of obligation of the Responsible Party under this Section or a waiver of any remedy available under this Contract; nor shall such exercise constitute an estoppel to the exercise by a Nonresponsible Party of any right or remedy of his for a subsequent failure by the Responsible Party to perform any act or make any payment required by him under this Section.

C. Payments made and all costs and expenses incurred by a Nonresponsible Party in connection with the exercise of such right shall, at his option, either (i) be paid to him by the Responsible Party within thirty (30) days after written demand therefore; or (ii) on the date the next installment payment is due under this Contract, following written notice, be added to the Unpaid Purchase Price, if Buyer is the Responsible Party, or applied to reduce the Unpaid Purchase Price, if Seller is the Responsible Party.

D. In the event a Nonresponsible Party makes any such payments or incurs any such cost and expenses, the amount thereof shall bear interest at the rate provided under Section 1 of this Contract, from the respective dates of making the same, until paid in full, or to the date such amounts are added to, or applied against, the Unpaid Purchase Price.

6. **SELLERS RIGHT TO MORTGAGE THE REAL ESTATE.**

6.01 **Mortgage Loan.** Without Buyer's consent and without obligation to Buyer except as set forth in this Section, Seller shall have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage(s) on the Real Estate (all instruments evidencing a loan(s) and a mortgage(s) securing it is hereinafter called "Loan"), provided that the terms of each loan do not conflict with the provisions of Section 5 or any other provision of this Contract. Seller shall pay each loan when due.

6.02 **PROVISION OF LOAN.** Each loan made by the Seller shall:



A. be in such principal amount that the aggregate principal balance of all loans shall not exceed the Unpaid Purchase Price for the Real Estate;

B. have total periodic payments which do not exceed the periodic payments by Buyer under this Contract, and shall provide for the regular amortization rate of the principal of Seller's loan which exceeds the amortization rate of the Unpaid Purchase Price of this Contract;

C. provide for prepayment in full at Seller's option, whether with or without premium at any time.

**6.03 NOTICE OF LOAN.** Contemporaneously with the execution of a loan, Seller shall give Buyer written notice and inform Buyer in reasonable detail of the principal amount of the loan, the name and address of the mortgagee, the installments payable under the loan, and such other terms as Buyer may reasonably request.

**6.04 DEFAULT OF LOAN.** In the event of Seller's default of loan, Buyer shall have the right, on behalf of Seller, to make loan payments or to cure other defaults. Seller shall, upon written demand of Buyer, pay to Buyer the amount of any such payments and costs incurred by Buyer incurring other defaults (including in such costs Buyer's attorney fees) plus interest at the rate under this Contract, interest on such amount or costs being computed from date of payment or incurring of such cost until paid. Buyer shall have the option to deduct the amount of such payments, costs, and interest from payments payable under this Contract.

**7. USE OF REAL ESTATE BY BUYER; SELLER'S RIGHTS TO INSPECT.**

**7.01 USE.** The Real Estate may not be leased or occupied by persons other than Buyer without prior written consent of Seller, which consent shall not be unreasonably withheld.

**7.02 IMPROVEMENTS.** Buyer may materially alter, change, or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements, only with the prior written consent of Seller, which consent shall not be unreasonably withheld. Buyer shall not create, or allow any mechanics, laborers, material men, or any other creditors of Buyer or an assignee of Buyer to obtain, a lien or attachment against Seller's interest herein. Buyer agrees that the Real Estate and any improvements thereon are, as of the date of this Contract, in good condition, order and repair, and Buyer shall, at his own expense, maintain the Real Estate and any improvements in as good order and repair as they are in on the date of this contract, ordinary wear and tear, and acts of God, or public authorities excepted. Buyer shall not commit waste on the Real Estate, and, with respect to occupancy and use, shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction thereof.

**7.03 INSPECTION.** Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

**7.04 BUYER'S RESPONSIBILITY FOR ACCIDENTS.** Buyer assumes all risk and responsibility for injury of damage to person or property arising from Buyer's use and control of Real Estate and any improvements thereon.

**7.05 ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PARTIES.** The Parties make the following representations, warranties, and covenants:

A. Seller warrants and represents to the best of his knowledge, there no not currently exist, and Buyer warrants, represents, and covenants there will not exist during the term of this Contract, any actual or potential contamination of the soil, subsoil, groundwater, or any other portion of the Real Estate by any hazardous or toxic substance of their constituents, or any underground tanks on the Real Estate (other than for the use of heating oil for use and consumption of Buyer on the Real Estate).

B. Seller warrants and represents to the best of his knowledge, Seller and Seller's predecessors in title have complied at all times with all applicable federal, state, and local environmental laws and regulations including, without limitation, the Indiana Responsible Property Transfer Law ("IRPTL") (IC 13-25-3) as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et. seq.) as amended, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.) as amended, the Toxic Substances Control Act (15 U.S.C. Section 2601, et. seq.) as amended, and all regulations under them, and any other federal statute and any state statute and any municipal ordinance creating liability for treatment, storage, disposal,

arranging, or existence on the Real Estate of any hazardous or toxic substance, including their constituents. ("Environmental Laws")

C. Buyer covenants to comply at all times during the term of this Contract with all Environmental Laws.

D. Seller warrants and represents to the best of Seller's knowledge, no environmental filings have been made concerning the Real Estate with any governmental agency.

E. Each of the parties indemnifies the other against, and holds the other harmless from, any claim, action, loss, damage, liability, cost, or expenses (including attorney fees and all reasonable environmental testing expense such party incurs as a result of the other party's breach of any representation, warranty, or covenants made in this Section).

**7.06 INDEMNIFICATION.** In addition to the provision of Section 7.05, Buyer agrees to indemnify and save harmless Seller from and against any and all claims, liability, damage, costs, or expense which Seller may incur by reason of the Buyer's use or occupancy of the Real Estate, or arising out of any act of the Buyer, Buyer's agents, licensees and invitees.

**8. MAINTENANCE, WASTE, LIENS.** Buyer agrees as follows:

A. Buyer agrees that the Real Estate and any improvements thereon are, as of the date of this Contract, in good condition, order and repair, and Buyer shall, at its own expense maintain the Real Estate and any improvements in as good order and repair as they are on the date of this Contract.

B. Buyer shall not commit waste in the Real Estate, and, with respect to occupancy and use, shall comply with all laws, ordinances, regulations of any governmental authority having jurisdiction thereof.

C. Buyer shall maintain such property in a clean, orderly, neat and attractive condition.

D. Buyer shall not create or allowing mechanic's, laborer's, material men, or other creditor's of Buyer or an assignee of Buyer to obtain, a lien or attachment against Seller's interest herein, and hold Seller harmless therefrom and reimburse Seller and defend against any such liens.

E. Buyer shall comply with covenants, conditions, and restrictions applicable to the property.

**9. EVENT OF DEFAULT.** Upon occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary to protect Seller's interest. The following shall each constitute an Event of Default for purposes of this Contract:

A. Failure by Buyer for a period of seven (7) days to pay any payments required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.

B. Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract.

C. Causing or permitting by Buyer of the making of any levy, seizure or attachment of the Real Estate or any part thereof.

D. Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.

E. Institution of insolvency proceedings against Buyer, or the adjustment, liquidation, extension or composition or arrangement of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or, Buyer's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Real Estate.

F. Desertion or abandonment by Buyer of any portion of the Real Estate.

G. Actual or threatened alteration, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by Contract.

H. Failure of Buyer to maintain insurance as provided in paragraph 2 of this Contract.

I. Failure by Buyer, for a period of thirty (30) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.

**10. INDEMNIFICATION OF SELLER.** If, because of its retention of title to the property for purposes of security, Seller shall be made a PARTY to recover damages because of the condition of or any activity on or relating to the property, Buyer shall assume the defense of the Seller and shall indemnify and hold Seller harmless from any and all liability, loss, cost, damages or judgments arising out of such suit or action. Furthermore, Buyer agrees to indemnify and save harmless Seller from and against any and all claims liability, damages, costs, or expense which Seller may incur by reason of the Buyer's use or occupancy of the Real Estate, or arising out of any act of the Buyer, Buyer's Agents, licenses, and invitees.

**11. RISK OF LOSS AND DAMAGE.** Buyer agrees that such property is at all times at Buyer's Risk and should said property suffer any loss, damage or injury, Buyer agrees notwithstanding, to purchase and pay the amounts due hereunder in full according with the terms hereof without right of offset or abatement.

**12. PAYMENTS BY SELLER.** If Buyer shall fail to make any of the payments to third parties or fail to take any action at Buyer's expense required hereunder, Seller may at Seller's option on the Buyer's behalf, take the required action, and any amount that Seller expends in so doing shall be added to the purchase price. Amounts so added shall be payable on demand with interest at the rate of TEN percent (10 %) per annum from the date of expenditure. Rights provided for in the paragraph are in addition to other rights Seller may have.

**13. SELLER'S RIGHT OF ACCELERATION.** If Buyer defaults in the payment of any installment due under the terms of this contract, or defaults in any other obligation contained herein, or if such property or any part thereof is seized or levied upon or attempted to be seized or levied upon under any legal process issued against Buyer, or if a debtor's relief proceeding or a bankruptcy, receivership or insolvency shall be instituted or filed by or against Buyer, or if Buyer shall enter into any arrangement or composition with creditors, then at the option of Seller, the whole sum or sums remaining unpaid may be declared immediately due and payable.

**14. SELLER'S REMEDIES.** It is understood and agreed between the parties that time is of the essence of this Contract, if Buyer shall fail to make any of the payments above required, or shall fail to keep any other agreement herein contained within thirty (30) days after receipt Buyer is in default (other than for the payment of money for which no notice is required), then Seller, at the Seller's option, shall have the following rights:

A. To institute an action or other proceeding for the enforcement of any payment of any delinquent installments or the performance of any other covenant or agreement herein contained, in the same manner and to the same extent as though such installments or other obligations were evidenced by an unsecured promissory note then due and payable;

B. Seller may declare this Contract forfeited and terminated, and upon such declaration, all right, title and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to eject Buyer and all persons claiming under him. In the event of the completion of forfeiture, Buyer agrees to surrender to Seller, forthwith, peaceful possession of said property. Further, Seller shall have the right to institute legal action to have this Contract forfeited and terminated and to recover from Buyer all or any of the following:

(a) possession of the Real Estate;



(b) any payment due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;

(c) interest on the Unpaid Purchase Price from the last date to which interest was paid until judgement or possession is recovered by Seller, whichever shall occur first; provided, however, that this shall not be construed as allowing the Seller to recover any interest which would be included under Section (b) above;

(d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract;

(e) premiums due and unpaid for insurance which Buyer is obligated to provide under this Contract;

(f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tears and acts of God or public authorities; and

(g) any other amounts which Buyer is obligated to pay under this Contract.

C. Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same. When all of such sums are paid to Seller, Seller shall convey or cause to be conveyed to Buyer, by Warranty Deed, the Real Estate subject to restrictions and easements of record as of the date of this Contract and all taxes and assessments which are Buyer's obligation.

D. In the event Buyer has substantial equity in the Real Estate when an Event of Default occurs, then this Contract shall be considered the same as a promissory note secured by a real estate mortgage, and Seller's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law. If this Subsection is applicable, then Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate. The parties agree that after Buyer has paid TWENTY SIX THOUSAND NINE HUNDRED EIGHTY 4/100 Dollars (\$ 26,980.44/100) of the Purchase Price, then Buyer shall have substantial equity in the Real Estate.

E. In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

(a) Retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy under this Contract), as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.

(b) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.

(c) Enforce any right without relief from valuation or appraisal laws.

F. No right or remedy of either party shall be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and an addition to any other right or remedy given by this Contract or now or hereafter existing at law or an equity.

**15. SELLER'S DEFAULT AND BUYER'S REMEDIES.**

15.01 If Seller fails to convey the Real Estate as required by this Contract, Buyer may institute legal action against Seller for specific performance, or Buyer may pursue such other remedy as is available at law or in equity.

15.02 If, after thirty (30) days notice from Buyer, Seller fails to make any payment required of him under this Contract or to perform or observe any other of his covenants or agreements, Buyer shall be entitled to institute legal action against Seller for such relief as may be available at law or in equity.

**16. NON-WAIVER OF PERFORMANCE.** Buyer further agrees that any extension of time or payment or the acceptance of a part thereof or failure of Seller to enforce promptly any other provision of this contract by Buyer, shall not be construed as a waiver on the part of Seller of the strict performance of all of the conditions and agreements set forth herein, and Seller may, nevertheless, without notice enforce the performance of this contract as herein provided, upon any breach by Buyer of any of the conditions and obligations set forth herein or upon failure to make prompt payment according to any extension granted.

**17. NO BROKERING AGENT.** There (has been) (has not been) any real estate broker or agent involved in this transaction and there is no commission or other compensation due any agent or broker in connection with the sale of the subject property.

**18. ATTORNEY FEES.** In case suit or action is instituted to foreclose this contract, or to enforce or interpret any of the provisions hereof, or to institute forfeiture proceedings, Seller shall be entitled to recover from Buyer such attorney's fees, costs and disbursements. Furthermore, Seller shall be entitled to recover his reasonable attorney fees, costs, and expenses in preparing any notice of delinquency, whether or not any legal action is instituted.

**19. CONDEMNATION.** From the date hereof, Buyer shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Real Estate for public or quasi-public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Contract by Buyer. Shall all or any part of the Real Estate be condemned and sold by court order, or sold under the threat of condemnation to any public or quasi-public body, the net amount received for the damage portion shall be retained by Buyer, and net amount received for the Real Estate value shall be paid to Seller and applied as a reduction of the Unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall be Buyer's. If Buyer incurs expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expenses and any other applicable cost shall be deducted from the total proceeds to calculate the "net amount" and shall be allocated proportionately between the amount determined as damages and the amount determined for value of the Real Estate. If no determination is made of separate amounts for damages and Real Estate value, then the net amount shall be divided between Buyer and Seller, with Seller's amount to be applied as a reduction of the Unpaid Purchase Price. In the event any material part of the property is taken by any public or private corporation under the laws of eminent domain or conveyed to such public or private corporation in lieu of condemnation, such moneys so received shall be applied against the unpaid principal balance of this contract existing at such time and the excess paid to the Buyer.

**20. DUE ON SALE OR ASSIGNMENT.** This Agreement contains Due on Sale or Assignment provisions. The Buyer understands and agrees that they shall not sell, assign, transfer, or convey in any manner their interest in the property covered by this Contract or in this Contract itself voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of Seller. Such assignment would include, but not be limited to any form of transfer or sale. This shall include, but not be limited to: a Land Contract, Agreement for Sale or "Wrap", an Equity Share, Lease Purchase, Lease Options, or Lease Agreement. Any such assignment without Seller's consent shall automatically accelerate the entire principal balance due without notice.



21. **NOTICES.** Any notice which may be required by terms of this agreement shall be given in writing and forwarded by regular United States Mail to Seller or Buyer at their current mailing address or at such other address or addresses as the parties may hereafter respectively designate.

22. **CONDITION. BUYER AGREES THE PROPERTY IS TO BE SOLD IN "AS IS CONDITION" WITH ALL FAULTS. BUYER FURTHER UNDERSTANDS AND AGREES THAT THE SELLER DOES NOT WARRANT OR GUARANTEE THIS PROPERTY AGAINST HABITABILITY OR FITNESS OR DEFECTS OF ANY KIND, WHETHER OPEN OR HIDDEN, NOW EXISTING OR LATER OCCURRING. BUYER FULLY UNDERSTANDS THE SELLER HAS NO DUTY TO REFUND ANY OF THE PURCHASE PRICE ON ACCOUNT OF SUCH DEFECTS NOR PAY FOR THEIR REPAIRS. THE SELLER SHALL NOT BE BOUND BY ANY TERMS, CONDITIONS, STATEMENTS, OR REPRESENTATION ORAL OR WRITTEN, NOT CONTAINED IN THE REAL ESTATE CONTRACT, WHICH IS THE FINAL AND ENTIRE AGREEMENT. BUYER ACKNOWLEDGES THAT HE/SHE HAS BEEN GIVEN FULL OPPORTUNITY TO INSPECT THE PROPERTY INCLUDING ALL HEATING, AIR CONDITIONING, ELECTRICAL, MECHANICAL, PLUMBING AND ROOF SYSTEMS, AND BY INITIALING BELOW, HAS AGREED TO HOLD SELLER HARMLESS FOR THE CONDITION OF ANY AND ALL OF SUCH SYSTEMS.**

NOTE: THIS PARAGRAPH HAS BEEN INTENTIONALLY PRESENTED IN ALL CAPITALS AND BOLD PRINT SO THAT ALL PARTIES CLEARLY UNDERSTAND AND AGREE TO THE AFOR MENTIONED.

Seller's Initials: B.P.

Buyer's Initials: [Signature]

23. **CONVEYANCE OF TITLE.** Buyer acknowledges that the Seller shall retain the Legal Title and the Deed with the Buyer receiving the Equitable Title. The Legal Title and Deed shall be transferred from the Seller to the Buyer at such time as to when the principal and all other moneys owed by the Buyer to the Seller are paid in full, and not before.

24. **EXISTING ENCUMBRANCES** The Seller and Buyer acknowledge and agree that this Sale of Real Property is made subject to the following Lien(s) of Record to wit:

SPECIALIZED LOAN Servicing, LLC

This obligation along with all impound accounts shall remain the sole property and responsibility of the Seller.

25. **CONSTRUCTION.** In construing this contract, it is understood that Seller and/or Buyer may be more than one person and that where the contract so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter.

26. **SEVERABILITY.** Each covenant, condition and provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any covenant, condition or provision shall be held to be void or invalid, the same shall not affect the remainder hereof, which shall be effective as though the void or invalid covenant, condition or provision had not been contained herein.

27. **GOVERNING LAW.** This Agreement shall be construed according to the laws of the State of Indiana.

28. **ESSENCE OF TIME.** Time is of the essence in this Contract.

29. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract between the parties relating to the property. It supersedes any and all prior memoranda, earnest money agreements, options and all other prior documents made by the parties in connection with the transaction described herein. Oral agreements and understandings of the parties, if any respecting the subject matter of this Contract have been integrated herein.

30. **EXECUTION IN COUNTERPARTS.** This Contract may be executed in counterparts and by facsimile signatures. This Contract shall become effective as of the date of the last signature.

31. **BINDING EFFECT.** This Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

32. **SAVINGS CLAUSE.** If any of the provisions of this Contract are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having authority over provisions, such provisions will not be deemed valid and subsisting except the extent permitted by law, but all other provisions of this agreement will continue in full force and effect.

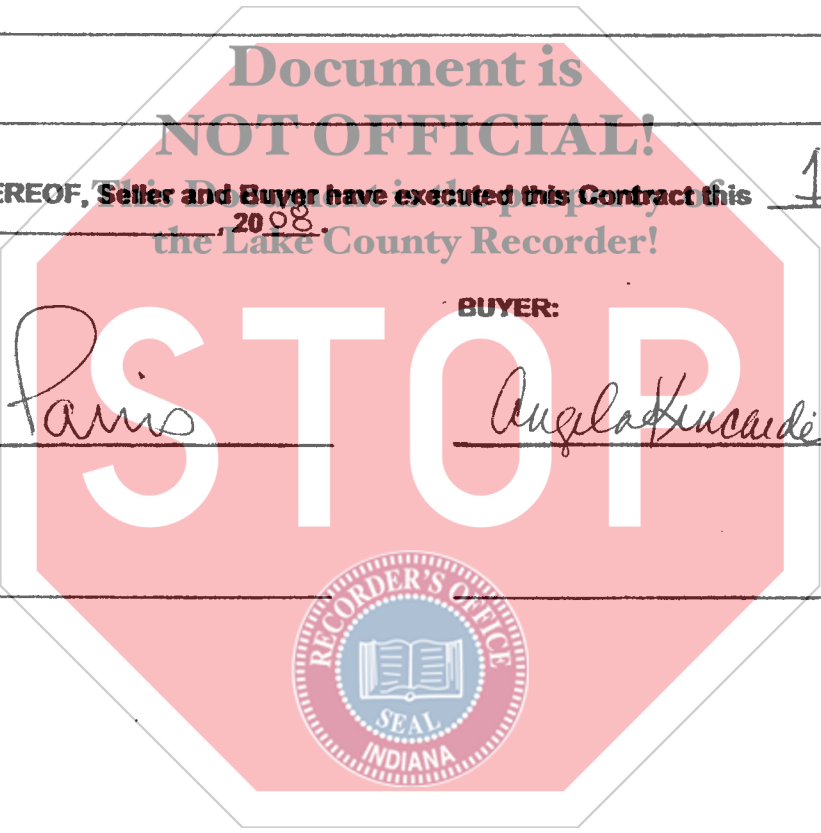
33. **COMPREHENSION OF DOCUMENT.** Seller has advised Buyer to have this Contract warrants and represents to Seller that reviewed by legal counsels of their own choice. Buyer before executing this Contract, Buyer has fully reviewed the terms, contents, conditions, and effects with their legal counsel, if any, and that in executing this Contract, no promise or representation of any kind has been made to Buyer by Seller or by anyone acting for Seller except as expressly stated in this Contract. Buyer has relied solely upon Buyer's judgment after consulting with their legal counsel, if any.

34. **ADDENDUM.**

SELLAR OBTAINS THE RIGHT TO ADVERTISE ON REAR FENCE  
FOR DURATION OF THIS CONTRACT AS LONG AS THERE IS NO  
VIOLATION OF CITY, TOWN OR STATE LAWS OR CODES.

**Document is NOT OFFICIAL!**  
IN WITNESS WHEREOF, Seller and Buyer have executed this Contract this 1<sup>ST</sup> day of APRIL, 2008.  
the Lake County Recorder!

**SELLER:** Brian Farris **BUYER:** Angela Kucardi Joshua



STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Angela W. Kincade-Joshua and acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be (his) (her) (their) (its) voluntary act and deed.

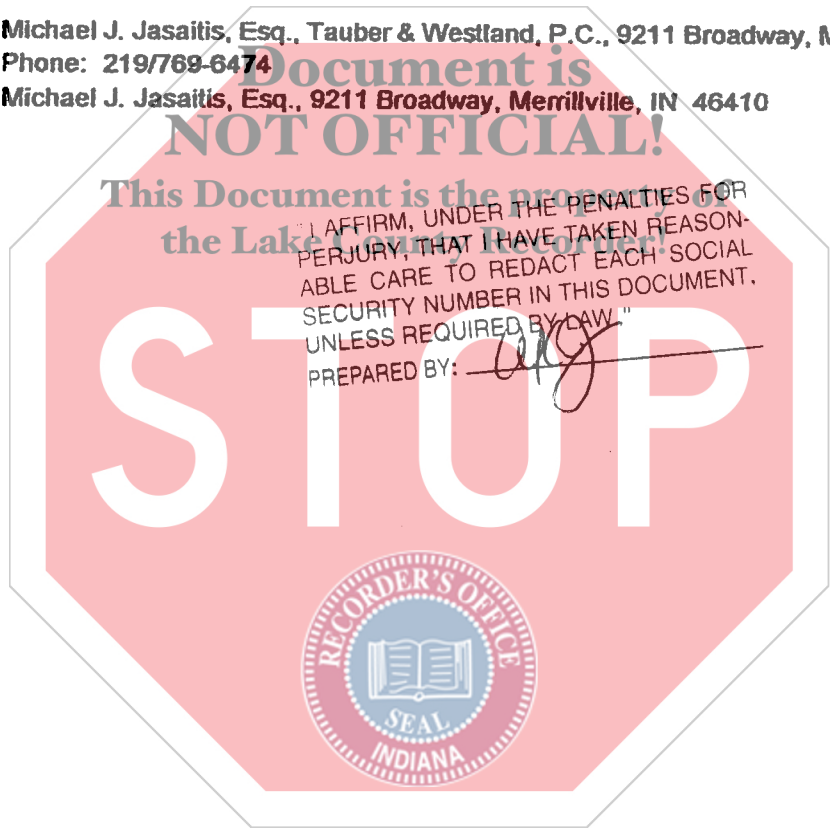
Witness my hand and notarial seal this 29th day of March, 2008.

Tasina La Vette Steele  
Notary Public

My Commission Expires: April 25, 2015  
County of Residence: Lake



Prepared by: Michael J. Jasaitis, Esq., Tauber & Westland, P.C., 9211 Broadway, Merrillville, IN 46410  
Phone: 219/769-6474  
Mail to: Michael J. Jasaitis, Esq., 9211 Broadway, Merrillville, IN 46410





LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT (PRE-1978)

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

(SALES)

PROPERTY ADDRESS:

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 (1) or (2) below)
  - (1)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
  - (2)  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 (1) or (2) below)
  - (1)  Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below):
  - (2)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- (c)  Check, if Disclosure is not applicable (Post-1977)

BUYER'S ACKNOWLEDGMENT (Initial) *AK*

- (d)  Buyer has received copies of all information listed above.
- (e)  Buyer has received the pamphlet *Protect Your Family From Lead In Your Home*.
- (f)  Buyer has (check (1) or (2) Below):
  - (1)  received a 15-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
  - (2)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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. This Certification and Acknowledgment may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Certification and Acknowledgment may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested.

*Angela Kincaide Joshua* 3-29-08  
 BUYER'S SIGNATURE DATE  
*Angela Kincaide Joshua*  
 PRINTED  
*Angela Kincaide Joshua* 3-29-08  
 BUYER'S SIGNATURE DATE  
*Angela Kincaide Joshua*  
 PRINTED

*Brian Parris* 4/1/08  
 SELLER'S SIGNATURE DATE  
 BRIAN PARRIS 4/1/08  
 PRINTED  
 \_\_\_\_\_  
 SELLER'S SIGNATURE DATE  
 PRINTED