



On this 1st. day of Sept 2008, the undersigned party, Mohamad Musleh (hereinafter referred to as "BUYER"), agree to purchase from Mufeed Musleh (hereinafter referred to as "SELLER"), a certain parcel of real estate, together with all improvements thereon (hereinafter referred to as "Property"), located in Dyer, Indiana. This property on 708 Blue Jay Way and more particularly described as: MEADOWS OF DYER PHASE TWO A, LOT 150.

PURCHASE PRICE. BUYER agree to pay to seller and seller agrees to accept from buyer's the purchase price of One Hundred Seventy Five Thousand Dollars (\$175,000) in the following manner, to wit:

- a) Monthly Installments. BUYER shall pay SELLER monthly installments of One Thousand Five Hundred Twenty Four Dollars and Forty Four cents (\$1524.44) over a period of 24 months. BUYERS shall commence paying monthly installments 30 days after the date of the closing ("Contract").
- b) <u>Balloon Payment</u>. Buyer shall pay seller a final payment of all sums due under this Contract, which sums become due and payable on the 1<sup>st</sup>. day of October, 2010.(See Attached Amortization schedule)
- c) Equity above sales price. It is agreed any and all Equity in the subject property above the sales price is considered a gift by relation.

BUYER is hereby given the right to make any additional principal payments on any installment payment date, or to pay off the entire balance due under this Contract at any time without penalty or limitation. However, any prepayment of less than the entire unpaid balance shall no relieve the BUYER from the obligation to continue to make monthly payments as set forth herein.

1. REAL ESTATE TAXES. SELLER shall pay the 2007 Indiana real estate taxes due and payable in 2008 and all real estate taxes accruing prior to the date of the Contract. The 2008 of the real estate taxes due and payable in 2009 shall be prorated between the SELLER and the BUYER as of the date of this Contract. If any of the 2007 Indiana real estate taxes or the SELLER'S prorated 2008 real estate taxes have not been paid at the time of this Contract, a like amount shall be deducted from the amount then owing to the SELLER and said amount shall be credited to the BUYER through reductions in the installment payments due to SELLER, up to and including the full amount of each monthly installment payment, until the SELLER'S tax obligations have been credited in full. BUYER shall there after pay all real estate taxes and assume and pay all assessments for municipal or other public improvements or

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- the real estate becoming a lien after the date of execution of this contract. SELLER covenants and agrees to pay any such assessments becoming a lien prior to the date hereof. IT is the intention of both the BUYER and the SELLER that all prorations, if any, and the like shall be prorated in the manner above described as of the date on this Contract.
- 2. <u>DEFAULT</u>. Time of payment shall be of the essence of this Contract. BUYER agree's to pay all sums of money provided herein within 15 days after any payment required by this. The BUYER agree's that in the event that any payment is received by the SELLER more than fifteen (15) days after the date upon which is was due; the SELLER shall be entitled to an additional payment of Fifty Dollars (\$50.00).

Failure of the BUYER to make any payment to the SELLER promptly when due, or to pay taxes promptly when due, or to discharge liens, or failure of the BUYER to comply with the provisions of this Contract; shall give to the SELER, at the SELLER's option, the right after thirty (30) days' notice by mail, to exercise the following remedy. SELLER shall have the right to treat this contract as a mortgage given to secure the purchase price and enforce this contract through the judicial proceeding of foreclosure. Foreclose shall be commenced as in the case of mortgages with BUYER having the mortgagor's right of redemption. All expenses incurred by the SELLER in the institution of foreclosure proceeding, such as title expense, attorney fees, court costs and other necessary expenses, shall be paid by the BUYER'S. After default and notice, as provided above, the SELLER may declare the balance of the payments under the Contract as due and owing and any failure to exercise the same at a later date.

- 3. LIABILITY FOR DAMAGE OR INJURY: BUYER hereby expressly assumes all risks and responsibilities for any injury or damage to themselves or other persons or property or on about said real estate and agree to hold SELLER harmless from any liability there from and to carry liability insurance with limits of at least Three Hundred Thousand Dollars (\$300,000) on each person or occurrence and shall cause the SELLER to be named as an additional insured thereunder, and shall cause a copy of said policy or policies to be provided to the SELLER. Any in known cause of action that may have accrued but have not yet been filed, as against SELLER at the time SELLER owned said property, shall be the whole responsibility of SELLER, and SELLER shall indemnify BUYER 'S from and liability thereon.
- 4. <u>MECHANIC'S LIENS</u>. Buyer's are permitted to cause Lien's only for cause of construction and sale of improvement's done on the Property.
- POSSESSION. The BUYER'S shall take possessions of the entire Property on the date of the Contract.
- 6. WARRANTY OF TITLE. SELLER warrants to BUYER'S that SELLER is the owner in fee simple of the described real estate and is able to convey good and merchantable feel simple title to said real estate, SELLER further warrants to BUYER'S that SELLER has a first Mortgage only on the Property Payable to Amtrust Bank ISAOA.

- 7. <u>TITLE INSURANCE</u>. Seller agrees to bear the cost of title insurance (Owners) coverage at the time of Payment in full. BUYER'S are responsible for the cost of any additional title insurance, should the BUYER'S elect coverage.
- 8. <u>TITLE OBJECTION.</u> In the event the BUYER raise's any legitimate objections to the merchantability of the SELLER'S title to the described real estate, the SELLER shall be granted a reasonable time in which to perfect title in herself/himself/ if the SELLER is unable to do so, the payments received by the SELLER, pursuant to the terms and provisions of the Contract. Shall be refunded to the BUYER with in fifteen (15) days; and all obligations undertake by the BUYER'S in this instrument shall be terminated.
- 9. TRANSFER OF TITLE. Upon the BUYER complying with each and every agreement and condition contained herein, SELLER will deliver to the BUYER'S a warranty deed executed by the SELLER conveying said real estate to the BUYER'S or others as directed by BUYER'S subject to;
  - a. General Indiana real estate taxes;
  - b. Special improvement assessments and sanitation assessments levied after the date of this Contract;
  - c. Zoning and building ordinances and regulations;
  - d. Easement and restrictions of record;
  - e. All liens placed on and affecting said real estate by reason of the acts and/or omissions of the BUYER. the Lake County Recorder!
- 10. SURVEY. If a survey is required, the cost shall be paid by the BUYER.
- 11. <u>ASSIGNABILITY</u>. This contract shall not be assigned by the BUYER to a third party without first having received the express written consent of SELLER.
- 12. <u>LITIGATION EXPENSE</u>. The BUYER further agree's that in the event that SELLER is made party to any litigation involving said real estate, or this Contract or the indebtedness due under this Contract, or the title to said real estate, and such litigation shall not originate by reason of the acts and/or omissions of the SELLER, the SELLER may employ counsel for advice or other legal services in connection with such litigation so incurred by the SELLER shall be added to and become a part of the principal indebtedness herein owing to the SELLER from the BUYER.

The SELLER further agrees that in the event that BUYER is made party to any litigation involving said real estate, or this Contract or the indebtedness due under this Contract, or the title to said real estate, and such litigation shall not originate by reason of the acts and/or omissions of the BUYER, the BUYER may employ counsel for advice or other legal services in connection with such litigation so incurred by the BUYER shall be added to

and become a part of the principal indebtedness herein owing to the BUYER from the SELLER.

- 13. CONDEMNATION. It is further agreed by the parties hereto the in the case the Property, or any part thereof, shall be taken by condemnation, the SELLER is hereby empowered to collect and receive all compensation which may be paid for any property so taken, or for damages to any property not taken and all condemnation compensation so received, less fees and expenses, shall be applied by the SELLER to the immediate reduction of the BUYER'S indebtedness herein, or to the repaid and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the BUYER.
- 14. NOTICES. Any and all notices required of any party to this Contract shall be in writing, sent U.S. registered mail, return receipt requested, to the following address

SELLER: Mufeed Musleh

Address: 1008 Treadway

Munster In. 46321

BUYER: Mohamad Musleh

Document is Address:708 Blue Jay WayNOT OFFICIAL!

> Dyer In. 4631 his Document is the property of the Lake County Recorder!

- 15. BINDING EFFECT AND MERGER. The covenants contained herein shall be binding upon, and the benefits and advantages shall insure to the respective parties, their heirs, assigns, executors, administrators and successors in interest. Each party acknowledges that they have had the opportunity to review this document with the legal counsel of their choice. No verbal agreements have been made which alter or supplement this Contract and this Contract reflects the full understanding of all parties.
- 16. CONTROLLING LAW. For purposes of interpretation and enforcement of this Contract, the law of the State of Indiana shall be applied.
- 17. RECORDING OF CONTRACT. Contract to be recorded by the BUYER's in the Office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1<sup>st</sup>. day of March 2008.

SELLER: Moul Mar

Mufged Musleh

BUYER:

Mohammad Musleh

This Instrument Prepared By Muneer Musleh

STATE OF INDIANA:

## **COUNTY OF PORTER:**

Seal

Before me the undersigned authority, On this  $\mathbf{1}^{\text{St}}$ . Day of September 2008 Personally appeared Mufeed Musleh By Muneer Musleh Attourney In Fact (See Attached) , and Mohammad Musleh , Known to me (or proved to me through identification) to be the persons whose name is subscribed to on the forgoing instrument, And acknowledged their execution.

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This Document Notary Public perty of

the Lake Comy commission Expires 04-10

County of Residence

NOTARY PUBLIC SEAL
State of Indiana, County of Porter

John C. Gaither

My Commission Expires Sept. 10, 2014

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

NAME