

12

2009 021363

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 APR -2 PM 3:38

MICHAEL A. BROWN
RECORDER

CONTRACT FOR DEED

THIS DAY this agreement is entered into by and between Morning Star Missionary Baptist Church by Carl E. Parker, Trustee, hereinafter referred to as "SELLER", whether one or more, and The Unity Baptist Church, Inc. by Rev. Ronald J. Protho, Pastor; hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth:

1.

SALE OF PROPERTY

For and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, the following property situated in Lake County, State of Indiana, said property being described as follows:

Pridmore, Orr & Ulrichs Sub. All L.19 Block. 2 All Lot 20 to 24 Block. 2 Lake County, Indiana

More commonly known as: 2019 Connecticut Street, Gary, Indiana 46407

Together with all rights of ownership associated with the property, including, but not limited to, all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and other chattels now on the premises; excluding those chattels already agreed upon that will be removed.

SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

FILED

002360

APR - 2 2009

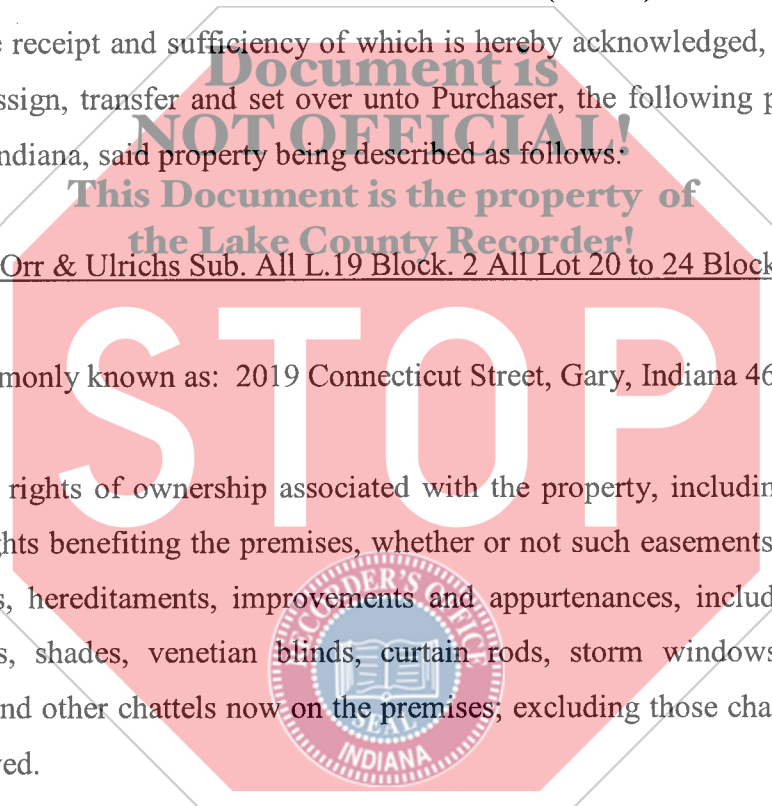
- 1 -

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Contract for Deed

Handwritten initials: CEP

Handwritten notes: 33⁰⁰ BB



2.

PURCHASE PRICE AND TERMS

The purchase price of the property shall be \$165,000.00 The purchaser does hereby agree to pay to the order of the Seller the sum of forty thousand and no cents Dollars (\$40,000.00) upon execution of this agreement, with the balance of \$125,000.00 and interest of zero percent (0%) being due and payable as follows:

Balance payable in sixty payments; (59) monthly installments of two thousand eighty-three dollars and thirty-three cents (\$2,083.33) each; with the first installment being due and payable on the 1st day of June, 2009 and a like payment on the first day of each month thereafter until the 1st day of May, 2014, when the final installment payment of (\$2,083.53) Two thousand eighty-three dollars and fifty-three cents shall be due.

3.

TIME OF THE ESSENCE

Time is of the essence in the performance of each and every term and provision in this agreement by both Seller and Purchaser.

4.

SECURITY

This contract and forfeiture provisions, per the State of Indiana, shall stand as security of the payment of the obligations of Purchaser.

5.

MAINTENANCE OF IMPROVEMENTS

All improvements on the property, including, but not limited to, buildings, trees or other improvements now on the premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and shall not be removed therefrom. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the premises and all improvements in as good condition as they are now.

Handwritten initials: RJP, CTZ

6.

CONDITION OF IMPROVEMENTS

Purchaser agrees that the Seller has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures locate thereon, and/or the location of the boundaries.

7.

POSSESSION OF PROPERTY

Purchaser shall take possession of the property and all improvements thereon on, May 1, 2009 and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made. Purchaser agrees to keep the property in a good state of repair and in the event of termination of this contract; Purchaser agrees to return the property to Seller in substantially the same condition as it now exists, ordinary wear and tear excepted

HOLD OVER AGREEMENT

Seller and Purchaser do hereby agree that should the Seller fail to relinquish, possession of property as agreed upon, in paragraph 7 of this Contract For Deed; Seller shall pay to the Purchaser One hundred dollars, (\$100.00) per day for everyday property is held past the date of possession, the number of held over possession days shall be calculated and that amount shall be deducted from the monthly Contract For Deed Payment.

8.

TAXES, INSURANCE AND ASSESSMENTS

Effective May 1, 2009 and during the term of this contract:

Taxes and Assessments: Purchaser shall pay all taxes and assessments levied against the property. In the event that Seller pays the taxes or insurance, Purchaser shall reimburse Seller for same

Insurance: Purchaser shall be solely responsible for obtaining and paying for all insurance and must name Seller as an additional insured on all such policies.

Coverage shall include but is not limited to Content, Fire, Liability and Hazard, and Windstorm insurance. Purchaser further agrees to continue and maintain such coverage, through Church Mutual Insurance Company in amounts so specified in Seller current policy held through Church Mutual Insurance Company.

RLO
CEP

Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or keep said building insured, Seller may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid, or collected by Seller, upon 10 days written notice to Purchaser; action is in the discretion of Seller.

In case of any damage as a result of which said insurance proceeds are available, the Purchaser shall, within thirty (30) days of said loss or damage, repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, said insurance proceeds shall be applied first toward the satisfaction of any existing defaults under the terms of this contract, and then as a prepayment upon the principal balance owing. No such prepayment shall defer the time for payment of any remaining payments required by said contract. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Purchaser.

Document is NOT OFFICIAL!
9. DEFAULT

This Document is the property of the Lake County Recorder!

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fifteen (15) days from the date of the Notice to Cure, the default or performance. In the event the default or failure of performance is not cured within the 15 days, Seller shall choose either of the following remedies:

- (a) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein;
- (b) or Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of Indiana.
- (c) The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Seller shall have

RRP
CFP

the right to obtain possession by appropriate court action

In the event Seller elects 9. (a) or (b) due to default in any of the terms and conditions or installments due and payable under the terms of this contract; the Seller shall be entitled to immediate possession of the property only if the laws of Indiana shall provided for such action.

In the event of default by Purchaser and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including as liquidated damages, Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchaser.

If the Seller shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Purchaser shall give Seller notice of performance, stating the Seller is allowed fifteen (15) days from the date of the, Notice to Cure, the or performance. In the event that the failure of performance is not cured within the 15 days, Purchaser shall have the following remedy:

give the Seller a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Purchaser may take appropriate action against Seller according to the laws of the State of Indiana. Seller shall pay all expenses incurred in enforcing this agreement, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the purpose of protecting Purchaser interest in the Property and rights under this agreement.

10.
DEED AND EVIDENCE OF TITLE

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, at Seller's expense, free and clear of any liens or encumbrances and any additional closing costs shall be that of the Seller.

ASB
CFP

11.
NOTICES

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, and returns receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

Seller:

Morning Star Missionary Baptist Church by: Carl E. Parker, Trustee

2075 Kentucky Street

Gary, Indiana 46407

Purchaser:

Unity Baptist Church, Inc. by Rev. Ronald J. Protho, Pastor

2019 Connecticut Street,

Gary, Indiana 46407

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

12.
ASSIGNMENT OR SALE

Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the Seller.

13.
PREPAYMENT

Purchaser shall have the right to prepay, the whole or any part of the balance remaining unpaid on this contract at any time before the due date, but for an early payoff the Purchaser Must give the Seller a fifteen (15) days notice.

14.
ATTORNEY FEES

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorney's

CEP

fees and expenses incurred by Seller in enforcement of any rights of Seller. All attorney fees shall be payable prior to Purchaser's being deemed to have corrected any such default.

15.
LATE PAYMENT CHARGES

If Purchaser shall fail to pay, within fifteen (15) days after due date, any installment due hereunder, Purchaser shall be charge a late fee of \$25.00. Such charge shall be paid to Seller at the time of payment of the past due installment.

16.
CONVEYANCE, ASSIGNMENT, SALE
OR MORTGAGE BY SELLER

If the Seller's interest is now encumbered by mortgage(s), lien(s), or judgment(s) the Seller covenants that Seller will meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser upon demand. In the event the Seller shall default upon any such mortgage or land contract, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit to this contract to apply on the payments due or to become due hereon.

The Seller reserves the right to convey, his or her interest in the above described land and such conveyance hereof shall not be a cause for rescission but such conveyance shall be subject to the terms of this agreement.

The Seller may not, during the lifetime of this contract, place a mortgage, cause any liens or encumbers, or renew any existing mortgage on the premises above described, which shall become superior to the rights of the Purchaser herein. Any outstanding mortgages shall not at any time be greater than the unpaid balance of the contract.

17.
ENTIRE AGREEMENT

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement. If any said action should cause a conflict(s), then this instrument shall over ride any or all such conflict(s), and the Law(s) of the State of Indiana shall supersede all.

[Handwritten signature]
CFP

18.
AMENDMENT – WAIVERS

This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein

19.
SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

20.
HEADINGS

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

21.
PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice

CFP

versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

22.

JOINT AND SEVERAL LIABILITY

This contract shall provide for no personal liability in the event of a default. The Seller may look only to security provided by this contract to enforce the payment of the indebtedness.

23.

PURCHASER'S RIGHT TO REINSTATE AFTER ACCELERATION

If Purchaser defaults and the contract is accelerated, then Purchaser shall have the right of reinstatement as allowed under the laws of the State of Indiana, provided that Purchaser: (a) pays Seller all sums which then would be due under this agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this agreement, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the purpose of protecting Seller's interest in the Property and rights under this agreement. Seller may require that Purchaser pay such reinstatement sums and expenses in one or more of the following forms, as selected by Seller: cash, certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or Electronic Funds Transfer. Upon reinstatement by Purchaser, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

24.

HEIRS AND ASSIGNS

This contract shall be binding upon and to the benefit of the heirs, administrators, executors, and assigns of the parties hereto. However, nothing herein shall authorize a transfer in violation of paragraph (12).

25.

OTHER PROVISIONS

Closing Date shall be on March 5, 2009 at 10:00 AM at Morning Star Missionary Baptist Church, 2019 Connecticut Street, Gary, Indiana 46407. Seller and Purchaser must provide a letter of authority Sealed and signed by the Church Clerk. The Purchaser Shall Present to Ticor Title Company a Filed Contract For Deed, sealed Letters of Authority from Seller and Purchaser, and a Cashier Check for \$734.00; in return, Ticor Title Company will Issue to the Purchaser a Contract Purchase Policy

Handwritten initials/signature

Endorsement, in Lieu of an actual Title Policy. Forty-five days prior to the maturity date of the Contract For Deed; the Seller shall secure a Title Policy, Warranty Deed, and a satisfaction of Contract For Deed all in benefit of Purchaser and delivered to the Purchaser on the same day that final payment of the contract's is received. The Hold Over Agreement will be set in motion if Seller does not relinquish possession of property prior to or on May 1, 2009.

WITNESS THE SIGNATURES of the Parties this the 5th day of March, 2009.

SELLER:

Morning Star Missionary Baptist Church by Carl E. Parker, Trustee

2075 Kentucky Street
Gary, Indiana 46407

PURCHASER:

The Unity Baptist Church, Inc. by Rev. Ronald J. Prothro, Pastor

2019 Connecticut Street
Gary, Indiana 46407

STATE OF INDIANA
COUNTY OF **Lake**

Before me, the undersigned, a Notary Public, in and for said County and State, this 5th day of March, 2009, personally appeared **Morning Star Missionary Baptist Church: by Carl E. Parker, Trustee**, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

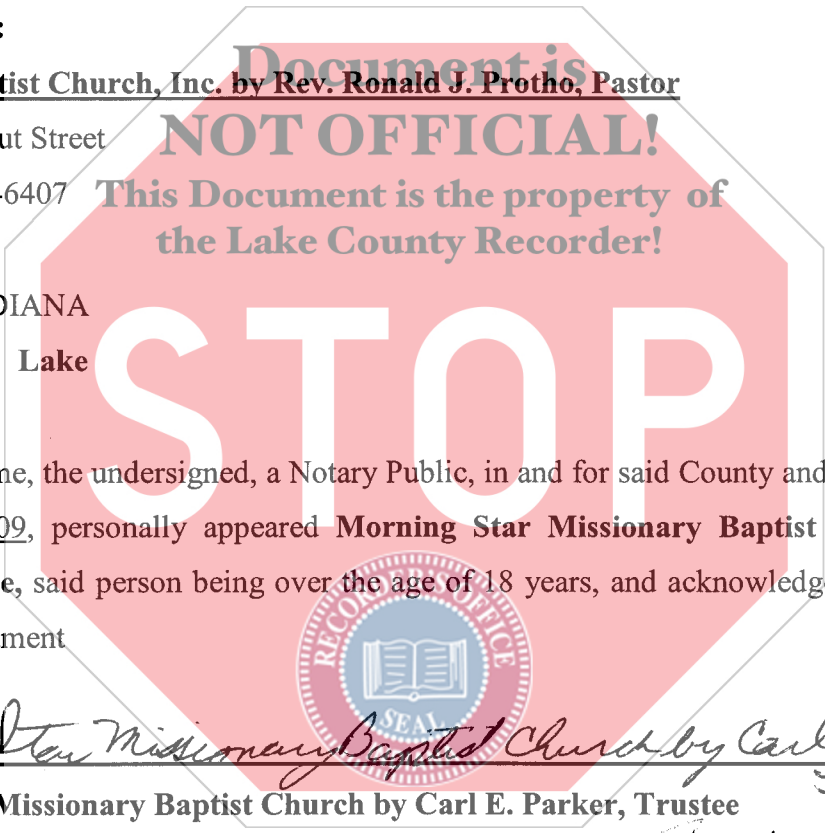
Morning Star Missionary Baptist Church by Carl E. Parker
Trustee

Morning Star Missionary Baptist Church by Carl E. Parker, Trustee

[Signature]
Notary Public

(SEAL)

CEP



Print Name: Robert L. Johnson

My commission expires:

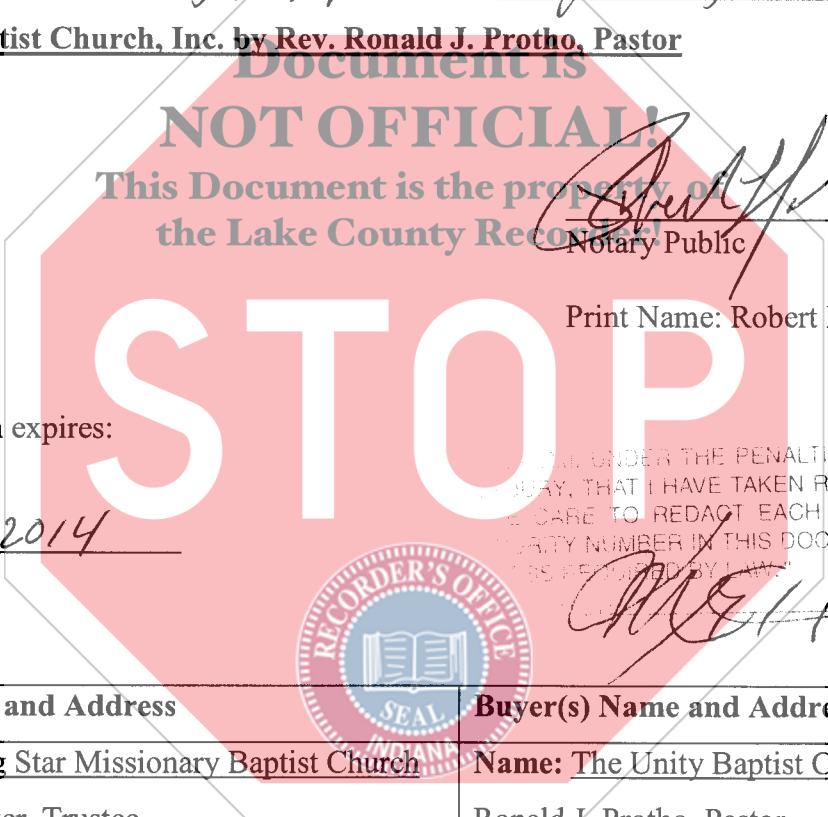
Nov. 8, 2014

STATE OF INDIANA
COUNTY OF **Lake**

Before me, the undersigned, a Notary Public, in and for said County and State, this 5th day of March, 2009, personally appeared, the **Unity Baptist Church, Inc.:** by **Rev. Ronald J. Protho, Pastor**, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument.

The Unity Baptist Church, Inc. by Rev. Ronald J. Protho, Pastor

The Unity Baptist Church, Inc. by Rev. Ronald J. Protho, Pastor



[Signature]
Notary Public

(SEAL)

Print Name: Robert L. Johnson

My commission expires:

Nov. 8, 2014

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

[Signature]

Seller(s) Name and Address	Buyer(s) Name and Address
Name: <u>Morning Star Missionary Baptist Church</u> <u>:by Carl E. Parker, Trustee</u>	Name: <u>The Unity Baptist Church, Inc. :by Rev. Ronald J. Protho, Pastor</u>
Address: <u>P.O. Box 1570</u>	Address: <u>P.O. Box 64806</u>

RRP
CEP

City: Gary	City: Gary
State: IN Zip: 46407	State: IN Zip: 46401
Phone: 219-883-6149	Phone: 219-427-8516

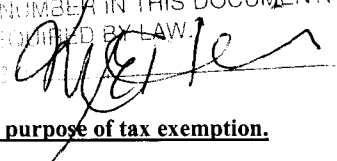
PLEASE MAIL RECORDED COPY TO:

UNITY BAPTIST CHURCH, INC.

P.O. Box 64806

Gary, IN 46401

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.



Please Note: This contract shall be filed with the Lake County Recorder, recorded for the purpose of tax exemption.



*RJD
CSP*