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MICHAEL A. BROWN  
RECORDER

**ARTICLES OF AGREEMENT FOR WARRANTY DEED**

This Agreement is entered into between **MARCELINO VEGA**, as Seller and **JESUS SAABEDRA**, as Purchaser. The Purchaser agree to purchase the property commonly known as 423 Prospect Street, East Chicago, Indiana 46312, for a price of \$27,000.00 and according to the terms set forth below. The Seller agrees to sell the property for that price and according to the terms set forth below. The parties agree to the following terms:

1. The legal description of the property is set forth in Exhibit I which is attached hereto and made a part of this Agreement.

2. The items of personal property shown on Exhibit II are presently located at the premises being sold and they are included under the terms of this sale. These items shall be transferred by a Bill of Sale at the time that title is conveyed.

3. If the Purchaser shall first make all the payments and perform all other parts of this Agreement according to its terms, then the Seller shall transfer the ownership of the property to the Purchaser. The complete performance of all the conditions and payments called for by this Agreement are a condition precedent to the Seller's obligation to transfer. The transfer shall be by the following means:

- a. By a warranty deed, if the Seller is in title at the time of the transfer.
- b. By the assignment of the beneficial interest in the land trust holding title to the property, if the property is in a land trust at the time of the transfer.

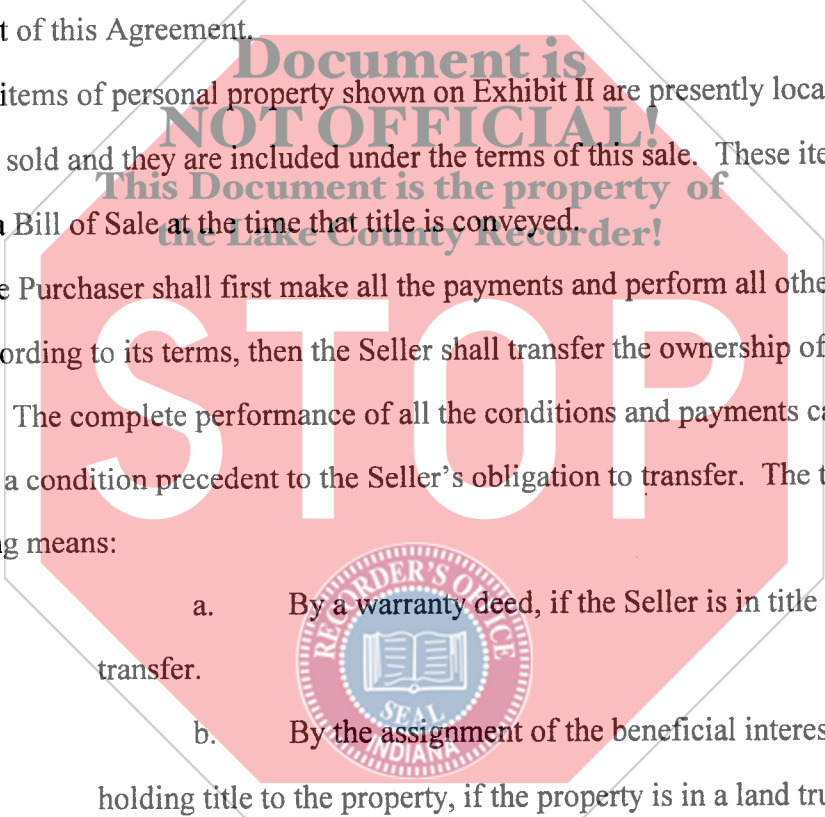
4. The purchase price of \$27,000.00 shall be payable as follows: **SEP 09 2009**

**FILED**

**PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR**

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a. The principal balance shall be paid in shall be paid in monthly installments of 450.00 for 60 months whereupon the balance will be due in full. The first such payment shall be due on July 22, 2009, and a similar sum shall be paid on the 22nd day of each month thereafter through June 22, 2014.

b. If any payment called for by this paragraph is received more than 10 days after it is due, then the Seller, if Seller agrees to accept the late payment and at Seller's sole option, may impose, and the Purchaser agree to pay a late payment penalty of \$30.00.

5. In addition to the amounts specified in paragraph 6 for principal and interest payments, the Purchaser shall pay to Seller all real estate taxes payments in the amount of \$ 100.00 and insurance in the amount of \$ 42.16 . In case of loss of or damage to such improvements, any insurance proceeds to which either or both of the parties shall be entitled, shall be used (a) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvements, or (b) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied first to the unpaid balance of purchase price and balance, if any shall be paid to the Purchaser.

6. Purchaser shall not let the premises remain vacant for a period in excess of 14 days with any installment payments due under paragraph 4 and 5 unpaid. A vacancy in excess of that constitutes a material breach of this Agreement and gives the Seller, at their sole option, the right to declare a forfeiture. Purchaser shall be conclusively deemed to have abandoned any personal property remaining on the premises and Purchaser title to that personal property shall then pass under this Agreement as a bill of sale and without any payment by Seller to Purchaser.

7. Purchaser shall pay before the accrual of any penalty any installments of special assessments pertaining to the property that become due and payable after the date of possession. Upon demand, Purchaser will provide Seller with proof of payment by a paid receipt.

8. Purchaser shall keep the improvements on the property and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Purchaser shall neither suffer nor permit any waste on or to the property. Purchaser shall make all necessary repairs and renewals upon the property and replace broken glass, globes, and fixtures of every kind with material of the same size and quality as that broken. When necessary, the Purchaser will paint the exterior of the property. The Purchaser also will make all necessary repairs to the roof and exterior walls and to the interior of the premises. All of the foregoing repairs, replacements, renewals and painting shall be at the sole expense of the Purchaser. If the property shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Purchaser, or if the Purchaser commit or suffer waste, then the Seller may either (a) enter the premises themselves, or by their agents, servants or employees, without such entering causing or constituting a termination of this Agreement of an interference with the possession of the premises by the Purchaser and make the necessary repairs and do all the other work required to place the property in good repair and in a clean, sightly, and healthy condition, and the Purchaser agree to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making the repairs and doing all the other work to place the premises in a clean, sightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place the property in a clean, sightly and healthy condition within 10 days of such notice, and, upon default by Purchaser in complying with that notice, then, Seller may avail themselves of such remedies as Seller may elect, if any, from those that are provided by this Agreement or at law. If the Seller proceed under (a) above, the amount becoming an addition to the purchase price shall bear interest at the same rate of interest as the original purchase price.

9. Purchaser will not permit a mechanic's lien, any other lien, or judgment to attach to the property without the prior written consent of the Seller. If such liens or judgments attach to the property the Purchaser shall promptly pay them or see to their release and shall indemnify and hold the Seller harmless.

10. Notwithstanding anything else in this Agreement to the contrary, Purchaser shall not

make any alterations, modifications, or additions to the premises, or any repairs of over \$500.00 in cost without first obtaining the written consent of the Seller. However, repairs of an emergency nature may be made without first obtaining written consent of the Sellers by the Purchaser shall promptly notify the Seller of the nature and cost of those repairs.

11. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller. Any such assignment or transfer, without previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or in the premises, but shall render this contract null and void, at the election of Seller.

12. No right, title or interest, legal or equitable, in the property, or any part thereof, shall vest in Purchaser until the transfer of the property, as set forth in paragraph 3, shall have been made.

13. Purchaser shall not lease the property, in whole or in part, without the prior written consent of the Sellers. In the event the leasing of the property is approved and in the event of default, the Purchaser assign to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

14. Purchaser' taking possession of the premises shall be conclusive evidence that Purchaser in all respects accept and are satisfied with the condition of title to the premises as shown to them on the date possession is delivered. Seller shall upon delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under Exhibit III resulting from acts done or suffered by or judgments against Seller.

15. The Purchaser represent to the Seller that the property has been inspected by them, that it is in satisfactory condition, and that they have been assured by means independently of the Seller or of any agent of the Seller of the truth of all facts material to this Agreement, and that the property, as it is described in this Agreement, is and has been purchased by the Purchaser as a result of such inspection or investigation and not by or through any representations made by the

Seller or by an agent of the Seller. The Purchaser hereby expressly waive any and all claims for damages or for rescission or cancellation of this Agreement because of any representations made by the Seller or by any agent of the Seller, other than such representations as may be contained in this Agreement. The Purchaser further agree that the Seller and any and all agents of the Seller shall not be liable for or on account of any inducements, promises, representations or agreements not contained in this Agreement; that no agent or employee of the Seller is or has been authorized by the Seller to make any representations with respect to the property, and that if any such representations have been made they are wholly unauthorized and not binding on the Seller.

16. Possession shall be granted to Purchaser at the time of closing provided that the Purchaser are not then in default under this Agreement.

18. No extension, change, modification or amendment of this Agreement shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser shall have any force or effect on this Agreement unless it shall be endorsed in writing and be signed by the parties.

19. If Purchaser fail to pay taxes, assessments, insurance premiums or any other item which Purchaser are obligated to pay under this Agreement, then the Seller may elect to pay such items. Any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest as set forth in paragraph 4.

20. None of the fixtures, improvements, or items of personal property shall be removed from the premises prior to the transfer of ownership unless the Seller grants written consent.

21. In the event this Agreement shall be declared null and void by Seller on account of any default, breach of violation by Purchaser in any of its provisions, then this Agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture in the office of the Recorder of Lake County, Indiana.

22. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation

on Sellers' part to account to Purchaser therefore or for any part hereof.

23. In the event of a default or a breach of this Agreement the following shall apply:

- a. The Purchaser shall forfeit all payments made under this agreement.
- b. Purchasers or Seller shall pay all reasonable attorney's fees, court and other costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance in defending any proceeding to which Purchaser or Seller are made a party defendant (or creditor in the event of Sellers' bankruptcy or being declared insolvent) as a result of the acts or omissions of the other party.
- c. All rights and remedies given to Purchaser or Seller shall be distinct, separate, and cumulative. The use of one or more shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement. No waiver of any breach of either party shall be implied from any omission by the other party to take any action on account of any similar or different breach or default. The payment or acceptance of money after it falls due after knowledge of any breach of this Agreement by Purchaser or Seller, or after the termination of Purchaser's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right in this Agreement not expressly waived.

24. Purchaser shall pay for all charges incurred after closing for utility service to the premises. This includes gas, electric, water, garbage collection and telephone.

25. Destruction of, or damage to, any building or other improvement now or hereafter

placed on the property, or of any personal property, if any, described in this Agreement, whether from fire or any other cause, shall not release the Purchaser from any of their obligations under this Agreement it being expressly understood that the Purchaser bear all risk of loss to, or damage of, the property.

26. Upon 48 hours notice; the Seller shall have the right to enter and inspect the property and the buildings and improvements at least once each calendar month. All repairs required on the property or the buildings and improvements noted by the Seller shall be made by the Purchaser, at their own costs and expense, within 10 days after they receive notice in writing from the Seller.

27. The Purchaser shall indemnify and hold the Seller free and harmless from any and all demands, loss or liability resulting from the injury to or death of any person or persons because of the negligence of the Purchaser or the condition of the property at any time or times after the date possession of the property is delivered to the Purchaser. At Seller's request, the Purchaser will purchase and promptly pay for a liability insurance policy naming the Sellers as the Insured party. The amount of coverage shall be \$100,000.00 per person and \$300,000.00 per occurrence.

28. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, their principal or their agents within 10 years of the date of execution of this contract.

29. The parties also agree that:

a. Unless the provisions of this Agreement otherwise require, words importing the masculine gender shall include the feminine, words importing the singular number shall include the plural, and words importing the plural shall include the singular.

b. Time is of the essence of this Agreement.

c. The invalidity or unenforceability of any part of this Agreement shall not affect or impair any other provision.

28. Notwithstanding anything in the foregoing to the contrary, this entire Agreement is subject to cancellation, prior to closing, if, in the sole discretion of the Seller, the Purchaser do not produce a credit report that is satisfactory to the Seller. This credit report shall be the sole expense of the Purchaser and it must be submitted to the Seller no less than seven days prior to closing.

29. The parties intend to contract in conformity with all applicable laws and ordinances in effect at this date. Any provision which violates such law or ordinances, in whole or in part, is amended so far as necessary to remove the discrepancy. All implied provisions are adopted. Any mandatory provisions shall be supplied by construction or reformation, as fully as a court of equity is able to do so.

30. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Purchaser.

31. All notices and demands called for by this Agreement shall be in writing. Their mailing by registered or certified mail, return receipt requested, shall be sufficient service if mailed to these addresses.

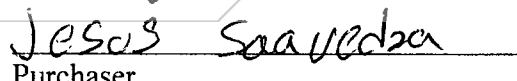
a. Seller - 10811 S. Ave. H Chicago, IL 60617

b. Purchaser - 423 Prospect St., East Chicago, IN 46312

If those addresses change, it shall be the duty of the party who has changed addresses to notify the other party. Any notice to or demand that is mailed as set forth in this paragraph shall be deemed to have been given on the date of mailing.

Dated this 22nd day of July, 2009.

  
Seller

  
Purchaser



**EXHIBIT I**

LOT 44 IN MARK SUBDIVISION, IN THE CITY OF EAST CHICAGO,  
AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15 PAGE 36,  
IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



**EXHIBIT II**

**PERSONAL PROPERTY**

**NONE**



State of INDIANA )  
County of LAKE ) ss:

I, a Notary Public, hereby certify that MARCELINO VEGA whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 9 day of SEPTEMBER, 2009.

(Seal)

Barbara J. Bostle  
NOTARY PUBLIC  
My commission expires: MAY 19, 2016.

TYPE OF IDENTIFICATION  
 DRIVERS LICENSE

