

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

**LAND CONTRACT
"AGREEMENT FOR DEED"**

2009 066341

MICHAEL A. BROWN

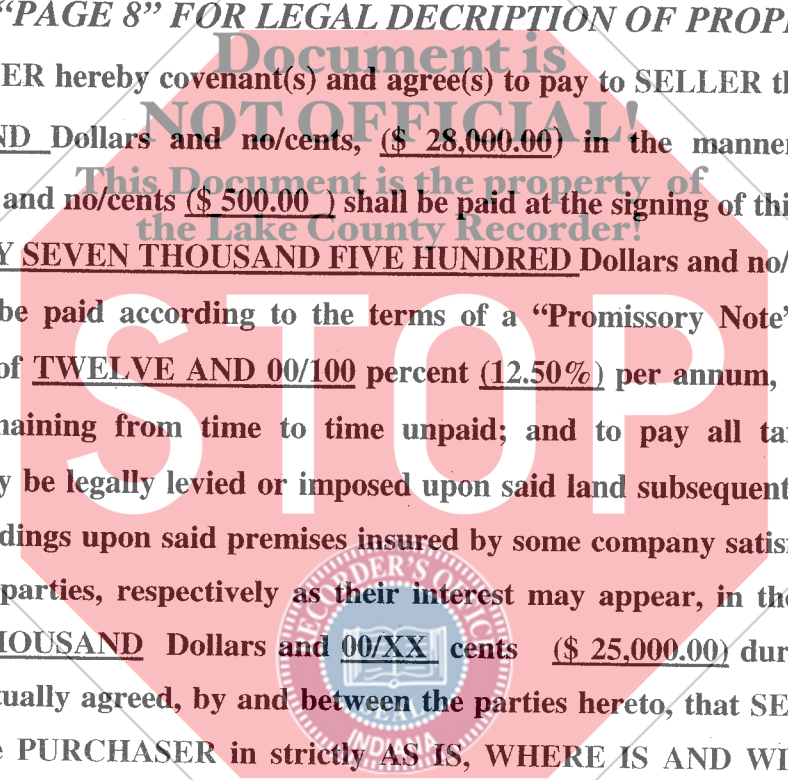
starts 7/15/00
\$ 293.50
2nd payment
8/15/08 293.50

This Agreement for Deed also known as "Contract for Deed" Agreement is entered into on this 17TH day of JUNE 2008 between HomeSolutions Properties, LLC hereafter known as "SELLER" and DWAYNE DIXON SS# [REDACTED] and CHIMERE COOPER SS# [REDACTED] Hereafter known as the "PURCHASER".

Witnessed that if the PURCHASER shall first make the payments and perform the covenant(s) hereafter described SELLER hereby covenant(s) and agree(s) to convey and assure to the PURCHASER and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 3726 BUCHANAN in the COUNTY of LAKE the City of GARY the State of INDIANA 46408 and further known and described as follows, to with:

SEE "PAGE 8" FOR LEGAL DECIPTION OF PROPERTY

And the PURCHASER hereby covenant(s) and agree(s) to pay to SELLER the sum of TWENTY EIGHT THOUSAND Dollars and no/cents, (\$ 28,000.00) in the manner as follows: FIVE HUNDRED Dollars and no/cents (\$ 500.00) shall be paid at the signing of this agreement and the remaining TWENTY SEVEN THOUSAND FIVE HUNDRED Dollars and no/cents (\$ 27,500.00) shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of TWELVE AND 00/100 percent (12.50%) per annum, payable monthly on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year of 2007 and to keep the buildings upon said premises insured by some company satisfactory to SELLER, and payable to the parties, respectively as their interest may appear, in the sum not less than TWENTY FIVE THOUSAND Dollars and 00/XX cents (\$ 25,000.00) during the term of this agreement. It is mutually agreed, by and between the parties hereto, that SELLER transfers the said property to the PURCHASER in strictly AS IS, WHERE IS AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WRITTEN OR ORAL.



2009 066341

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SEP 30 2009

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

320
CB
RM

025727

The PURCHASER is solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding TWO (2) months and maintaining the property in good state of repair during the term of this agreement. SELLER reserves the right to inspect property with or without notice to the PURCHASER.

Assignment

SELLER retains the right to assign and convey his interest in this contract at any time during the lifetime of this agreement.

Late Payments

All payments are due the 15TH of every month. Payments received after the 25TH of the month shall be deemed late and incur a Forty Dollars (\$40.00) plus An additional late fee of Ten dollars (\$10.00) will be charged for each day late beyond the 25TH of the month.

Taxes and Assessments

During the term of this contract PURCHASER shall pay all taxes and assessments levied against the property. In the event SELLER pays for any taxes and assessments during the term of the contract PURCHASER shall reimburse SELLER for same upon 30 days notice to the PURCHASER.

Utilities and Liens

During the term of this contract PURCHASER shall pay all utilities on a 30 day current account status. Utilities include Water and Sewer, Garbage removal, Electric, Gas and Oil directly related to this property. Non Current Utility bills will deem the PURCHASER in DEFAULT of this contract unless authorized in writing by the SELLER. The PURCHASER hereby grants permission to SELLER to obtain the status of the account for any UTILITY as described associated directly with this property. The PURCHASER agrees to supply copies of paid bills within 10 days notice by SELLER.

Content Insurance

PURCHASER is solely responsible for obtaining insurance on the contents, insuring the contents owned by PURCHASER.

Liability and Hazard Insurance

Liability insurance shall be maintained by the PURCHASER during the term of this contract naming HomeSolutions Properties, LLC ITS SUCCESSORS &/OR ASSIGNS as additional insured, in an amount not less TWENTY FIVE THOUSAND and no cents (\$ 25,000.00).

Proof of insurance to be delivered to SELLER at the address provided within Ten (10) days of the execution of this agreement.

Severability

If 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 provision 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.

And in case of failure of the PURCHASER to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered in by PURCHASER, this contract, at the option of SELLER be forfeited and terminated, and the PURCHASER shall forfeit all payments made by him/her/them on this contract; and such payments shall be retained by SELLER in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore.

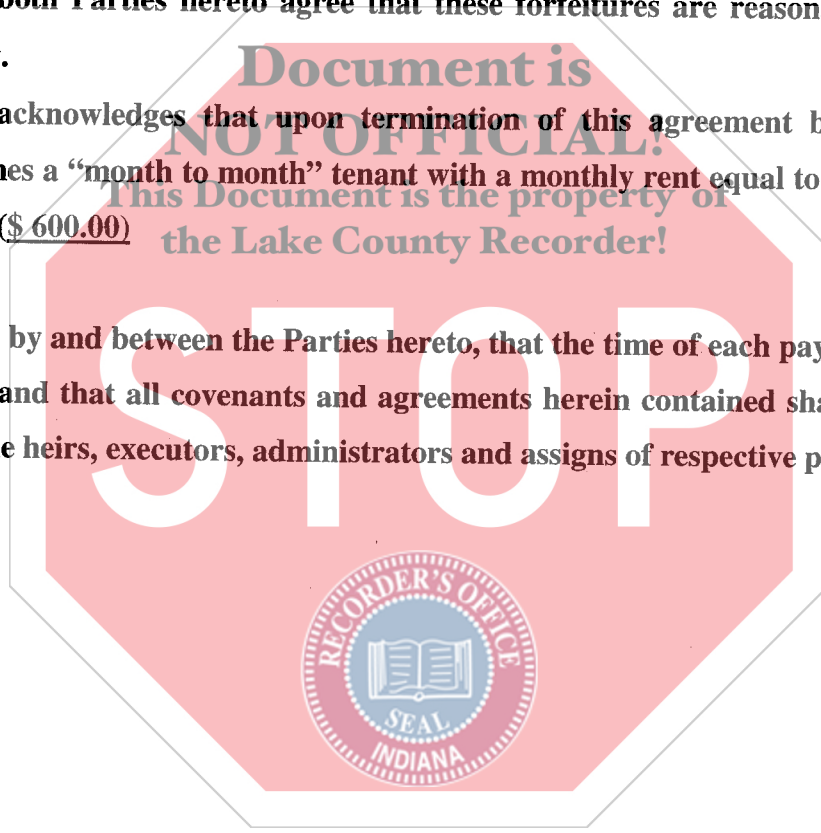
Conversion to "Month to Month" tenancy; upon SELLER exercising his/her right of termination as provided herein, all rights and interests hereby created and then existing in the in the PURCHASER and in all claiming lender the PURCHASER shall holy cease and terminate, and the PURCHASER shall be deemed a "month to month" tenant. The PURCHASER, now known as "Tenant", agrees to surrender the said property to SELLER without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear and tear alone accepted within Thirty (30) days after notice of termination. After termination by SELLER pursuant to this paragraph; the PURCHASER shall pay rent in an amount equal SIX HUNDRED Dollars and no cents (\$ 600.00) stated herein and the PURCHASER acknowledges that the SELLER will initiate an action to evict the PURCHASER when any rent payment is more than Thirty (30) days late. In the event the PURCHASER neglects or refuses to surrender such possession it shall be lawful for

SELLER to enter upon and take possession of the said property without notice and remove all persons and their personal property. SELLER may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of LAKE County, to evidence the existence of his/hers/their election to terminate all rights hereunder in accordance herewith.

Such declaration when so recorded, shall be, as to subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the PURCHASER and the SELLER election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the PURCHASER and all improvements constructed in or upon the said property shall be retained by SELLER as compensation for the use and occupancy thereof by the PURCHASER, consideration for the execution of this Agreement and liquidation damages to SELLER for such default. The provisions made for forfeiture herein are an attempt to estimate the actual damages to SELLER in the event of default by the PURCHASER, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

The PURCHASER acknowledges that upon termination of this agreement by SELLER, the PURCHASER becomes a "month to month" tenant with a monthly rent equal to SIX HUNDRED Dollars and no/cents (\$ 600.00)

It is mutually agreed, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties.



In witness whereof, the Parties to these present have hereunto set their hands and seals the day and year first written above.

Witness

[Signature]
HomeSolutions Properties, LLC

Witness

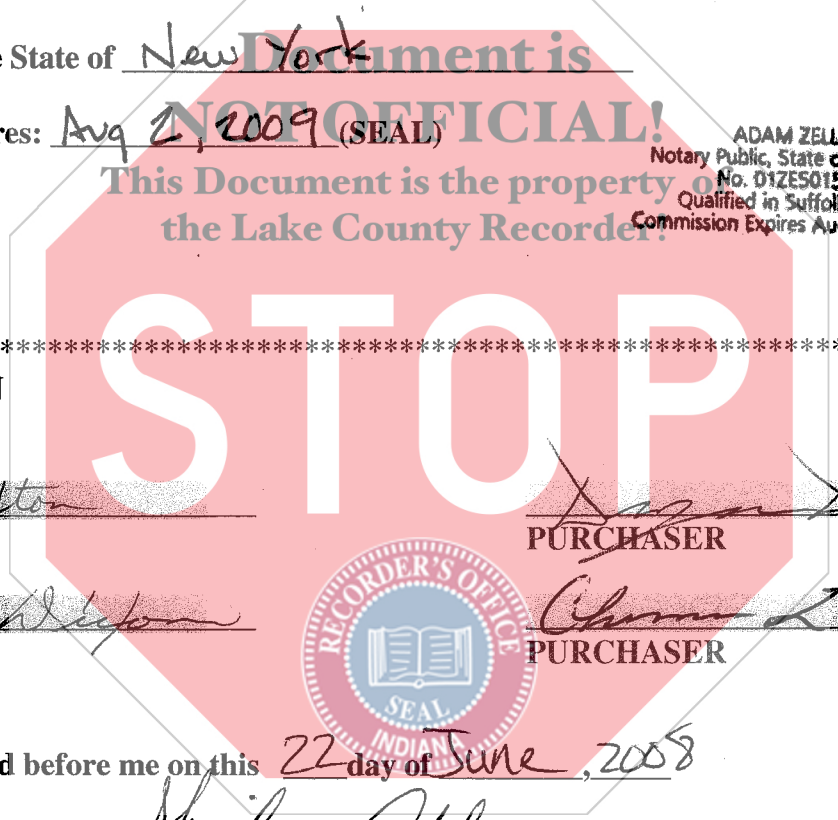
Sworn and subscribed before me on this 25th day of June, 2008

NOTARY'S SIGNATURE Adam Zeller

Notary Public for the State of New York

My commission expires: Aug 2, 2009 (SEAL)

ADAM ZELLER
Notary Public, State of New York
No. 01ZE5015943
Qualified in Suffolk County
Commission Expires August 2, ~~2008~~ 2009



BUYER'S SECTION

[Signature: Barry Hamilton]
Witness

[Signature]
PURCHASER

[Signature: Sue W. Wilson]
Witness

[Signature: Charm L. Cox]
PURCHASER

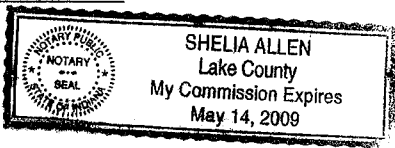


Sworn and subscribed before me on this 22 day of June, 2008

NOTARY'S SIGNATURE [Signature: Shelia Allen]

Notary Public for the State of INDIANA

My commission expires: May 14, 2009 (SEAL)



PROMISSORY NOTE

17TH Day of JUNE 2008

\$ 27,500.00

For value received, the undersigned promises to pay to the order of

SEND PAYMENTS TO: HomeSolutions Properties, LLC
158 OLD WINKLE POINT
NORTHPORT, NY 11768

the sum of TWENTY SEVEN THOUSAND FIVE HUNDRED Dollars & NO/cents (\$ 27,500.00)
as follows;

Bearing interest at the rate of TWLEVE AND 50/100 (12.50%) per annum from date hereof in
360 equal monthly installments of TWO HUNDRED NINETY THREE Dollars & 50/cents
(\$ 293.50) payment shall be applied first to the accrued interest on the unpaid principal balance
at the rate of TWELVE AND 75/100 (12.50%) percent the remainder thereof to the principal
balance, and the entire remaining unpaid principal balance together with accrued interest to date
shall become due and payable in full on the 15TH day of JUNE, in the year 2038.

The 1st payment of \$ 293.50 is due on JULY 15, 2008.

*Discount Rider (if applicable) – Yes _____ No X
See Discount Rider attached to Promissory Note.

The note, principal, and interest are secured by an "Agreement for Deed" on the following
property:

3726 BUCHANAN STREET

GARY, INDIANA 46408

It is specifically agreed that the makers hereof shall have the right of prepayment at any time
without the penalty of additional interest so long as accrued interest on the unpaid principal is
paid as herein provided. And that upon failure to make payment or any part thereof, at the time
when due, then the unpaid principal balance hereof plus interest shall, at the option of the holder
of this note, at once become due and payable. If this note is placed in the hands of an attorney for

collection by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder of this note incurs in:

1. Collecting or attempting to collect the indebtedness evidenced by this note.
2. Enforcing the "Agreement for Deed" that secures this note.
3. Protecting the collateral encumbered by the "Agreement for Deed" and/or;
4. Defending or asserting the holder's rights and interests in the said collateral.

All parties hereto, makers endorsers, sureties, Guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice, as to such extension, and against whom recourse is, in such event, expressly reserved.

Barry Hamilton
Witness

Lee W. Dixon
Witness

[Signature]
PURCHASER

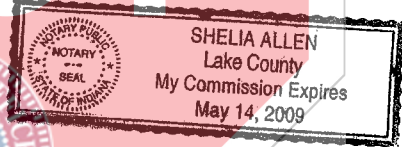
[Signature]
PURCHASER

Sworn and subscribed before me on this 22 day of June, 2008

NOTARY'S SIGNATURE Sheila Allen

Notary Public for the State of Indiana

My commission expires: May 14, 2009 (SEAL)



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

PREPARED BY: [Signature]

ATTACHMENT "A" – LEGAL DESCRIPTION

THIS AGREEMENT IS SECURED BY THE PROPERTY LISTED BELOW

BETWEEN **HomeSolutions Properties, LLC**
AND **DWAYNE DIXON** **SS#** [REDACTED]
AND **CHIMERE COOPER** **SS#** [REDACTED]

STREET ADDRESS: **3419 MICHIGAN AVE.**
 BLD.1 APT. 207
 GARY, INDIANA



LEGAL DESCRIPTION: **WOODROW WILSON ADD LOT 7 BLK 2 ALL LOT 8 BLK 2**

PARCEL# **25-47-0288-0007**

More Commonly Known As:
3726 BUCHANAN AVE.
GARY, INDIANA 46408

“CERTIFICATION”

I, we the PURCHASER, hereby certify that I/We have been informed by SELLER that it is advisable when entering into an “Agreement for Deed” for real estate to obtain legal advice from an attorney. I/We the PURCHASER have decided not consult an attorney. I/We have made that decision outside the presence of SELLER. I/We further certify this “Certification” was signed outside the presence of SELLER.

Barry Hamilton
Witness

[Signature]
PURCHASER

[Signature]
Witness

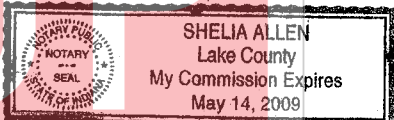
[Signature]
PURCHASER

Sworn and subscribed before me on this 22 day of June, 2008
the Lake County Recorder!

NOTARY'S SIGNATURE [Signature]

Notary Public for the State of Indiana

My commission expires: May 14, 2009 (SEAL)



**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT
(MADE IN COMPLIANCE WITH FEDERAL LAW)**

Lender: HomeSolutions USA, LLC Date: 6/17/2008

Borrower(s): Dwayne Dixon and Chimere Cooper
3419 Michigan Ave. Bldg. 1 Apt. 207
Gary, Indiana 46312 Contract Sales Price: \$28,000.00

Property Address: 3726 Buchanan Street
Gary, Indiana 46408

Initial Disclosure estimated at time of application Final Disclosure on contract terms

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as yearly rate. 12.50%	The dollar amount the credit will cost you assuming the annual percentage rate does not change. \$78,160.00	The amount of credit provided to you or on your behalf as of loan closing. \$27,500.00	The amount you will have paid after you have made all payments as scheduled assuming the annual percentage rate does not change. \$105,660.00

YOUR PAYMENT SCHEDULE WILL BE:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
360	\$293.50	MONTHLY BEGINNING 7/15/2008			



*Includes mortgage insurance premiums, excludes taxes, hazard or flood insurance.

DEMAND FEATURE: If checked this loan transaction has a demand feature.

VARIABLE RATE FEATURE: Your loan contains a Variable Rate Feature. Disclosure about the Variable Rate Feature have been provided to you earlier.

SECURITY INTEREST: You are giving a security interest in:
(X) the goods or property being purchased. () real property you already own.

FILING OR RECORDING FEES \$ 0

LATE CHARGE: If payment is received after the tenth (10th) of the month, a late charge of \$25.00 of the payment will be due. If a check is returned for NSF there will be a charge of \$25.00.

PREPAYMENT: If you pay off you loan early, you
() may (x) will not have to pay a penalty
(X) may () will not be entitled to a refund of part of the finance charge.

INSURANCE: Credit life, accident, health or loss of income insurance is not required in connection with this loan.
This loan transaction requires the following insurance:
(X) Hazard Insurance () Flood Insurance () Private Mortgage Insurance
() Mutual Mortgage Insurance
Borrower(s) may obtain insurance through any person of his/her choice, provided said carrier meets the requirements of the Lender. If Borrower desires Property Insurance to be obtained through the Lender's designated agency, the cost will be set forth in a separate insurance statement furnished by the Lender.

ASSUMPTION: Someone buying your house
() may () may, subject to conditions, (X) may not assume the remainder of your loan on the original terms

See your contract documents for additional information regarding nonpayment, default, right to accelerate the maturity of the obligation, prepayment rebates and penalties, and the Lender's policy regarding assumption of the obligation
() all dates and numerical disclosures except late payment disclosures are estimates, means an estimate

*The undersigned hereby acknowledge receiving and reading a completed copy of this disclosure along with copies of the documents provided. The delivery and signing of this disclosure does not constitute an obligation on the part of the lender to make, or the Borrower(s) to accept, the loan as identified.
Read, acknowledged and accepted this 6th day of June, 2008

[Signature] (Borrower sign) Dwayne Dixon (Borrower print)
[Signature] (Borrower sign) Chimere L. Cooper (Borrower print)

A. Settlement Statement

U.S. Department of Housing and Urban Development

B. Type of Loan			6. File Number	7. Loan Number	8. Mortgage Insurance case number
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unis.			
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	6. <input checked="" type="checkbox"/> Other			0

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in totals.

D. Name and address of borrower: Dwayne Dixon and Chimere Cooper
3419 Michigan Ave., Bld.1 Apt. 207
Gary, Indiana 46312

E. Name and address of seller: HomeSolutions Properties, LLC
158 Old Winkle Point
Northport, NY 11768

F. Name and address of lender: HomeSolutions Properties, LLC
158 Old Winkle Point
Northport, NY 11768

G. Property location: 3726 Buchanan Street
Gary, Indiana 46408

H. Settlement agent:
Place of settlement:

I. Settlement date: 6/17/2008

J. SUMMARY OF BORROWER'S TRANSACTION **K. SUMMARY OF SELLER'S TRANSACTION**

100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	28,000.00	401. Contract sales price	28,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	185.00	403. Reimbursement of Credit, Prep and Mail	185.00
104.		404.	
105.		405.	
Adjustments for items paid by borrower in advance		Adjustments for items paid by seller in advance	
106. Cy/Tn Tx to		406. Cy/Tn Tx to	
107. Co Tx to		407. Co Tx to	
108. Assess to		408. Assess to	
109.		409.	
110.		410.	
120. GROSS AMOUNT DUE FROM BORROWER	28,185.00	420. GROSS AMOUNT DUE TO SELLER	28,185.00

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	685.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Owner Financed Mortgage	27,500.00	504. Payoff of first mortgage loan	
205. Second Mortgage		505. Payoff of second mortgage loan	
206.		506. Deposit or earnest money	
207.		507. Owner Financed Mortgage	27,500.00
208.		508. Second Mortgage	0.00
209.		509.	
Adjustments for items unpaid by borrower:		Adjustment for items unpaid seller:	
210. Cy/Tn Tx to		510. Cy/Tn Tx to	0.00
211. Co Tx to	POC	511. Co Tx to	POC
212. Assess to		512. Assess to	
213. Revenue Stamps		513. Revenue Stamps	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	28,185.00	520. TOTAL REDUCTION AMOUNT DUE TO SELLER	27,500.00

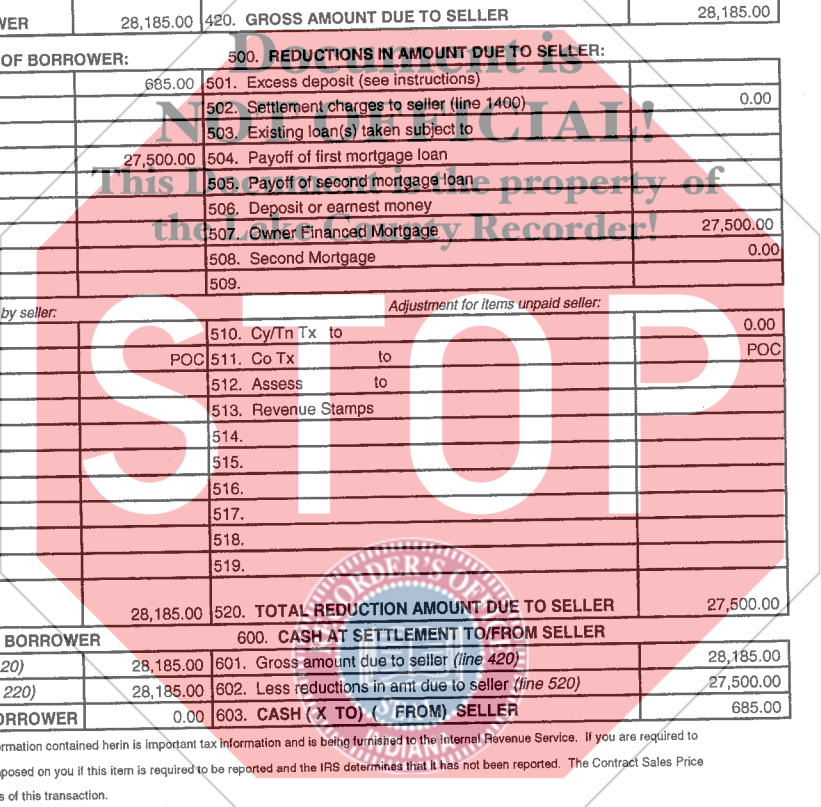
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	28,185.00	601. Gross amount due to seller (line 420)	28,185.00
302. Less amounts paid by/for borrower (line 220)	28,185.00	602. Less reductions in amt due to seller (line 520)	27,500.00
303. CASH (<input checked="" type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER	0.00	603. CASH (<input checked="" type="checkbox"/> TO) (<input type="checkbox"/> FROM) SELLER	685.00

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 9252 and/or Schedule D (Form 1040).

You are required by law to provide your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Buyer: Chimere & Dwayne Cooper Date: 6/17/08
 Seller: [Signature] Date: 6-25-08





OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

MICHAEL A. BROWN
Recorder

PHONE (219) 755-3730
FAX (219) 755-3257



MEMORANDUM

DISCLAIMER

This document has been recorded as presented.
It may not meet with State of Indiana Recordation requirements.

- 1. STAINED DOCUMENT AT TIME OF RECORDING
- 2. RIPPED OR TORN DOCUMENT AT TIME OF RECORDING _____
- 3. PAGE (S) MISSING AT TIME OF RECORDING _____
- 4. ATTACHEMENTS MISSING AT TIME OF RECORDING _____
- 5. DOCUMENT TOO LIGHT AT TIME OF RECORDING _____
- 6. DOCUMENT NOT LEGIBLE AT TIME OF RECORDING _____
- 7. DOCUMENT TORN DURING PROCESS OF RECORDING _____
- 8. DOCUMENT STAINED DURING PROCESS OF RECORDING _____
- 9. CUSTOMER INSISTING DOCUMENT TO BE RECORDED _____
- 10. DOCUMENT RECORDED AS IS, MAY NOT MEET STATE REQUIREMENTS. _____

CUSTOMER INITIALS _____ DATE: ___/___/___

EMPLOYEE INITIALS RM DATE: 9 13 09