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CONTRACT FOR DEED

Kasandra Miller (the "Purchaser"), agrees to purchase from Rebecca Monk (the "Seller"), the following described real estate and other property located in Lake County, Indiana, commonly known as 12936 Morse Lane, Cedar Lake, Indiana, the legal description of which is:

LEGAL DESCRIPTIONS

See Exhibits "A" and "B" to this Contract.

and including all improvements thereto either permanently installed, or which belong to or are used in connection with the real estate, wherever located, such as:

(all referred to as the "Property"), subject to the following written terms and conditions:

1. The Purchase Price shall be paid as follows:

- 1.1 Purchase Price.** As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of \$97,900.00, payable in 360 monthly installments of \$550.
- 1.2 Periodic Payments.** Purchaser agrees to pay to Seller periodic monthly payments in the amount of \$550.00, which shall be applied towards the payment of the Purchase Price.
- 1.3 Pre-Payment.** Purchaser shall have the right to make pre-payments at any time and in any amount so long as the pre-payment is for more than \$100.00.

2. Survey and Title Evidence.

- 2.1** Upon completion of this Contract by the Purchaser, Seller, at Seller's expense, will provide the Purchaser with an owner's policy of title insurance in the full amount of the purchase price. Seller shall have a reasonable time to clear any title defects objected to by Purchaser.
- 2.2** Seller has an existing Plat of Survey of the Property showing the location of all improvements and easements located thereon, dated December 2009, which Seller may give to Purchaser free of charge. Should Purchaser not be satisfied with this existing survey, Purchaser shall obtain a Plat of Survey of the Property at Purchaser's sole expense.

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 STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORD
 MARY REEDER, CLERK

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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3. **Taxes, Assessments and Maintenance, Insurance, and Risk of Loss.**
 - 3.1 Real Estate Taxes upon the Property shall be the sole responsibility of the Purchaser. No proration of taxes will occur. Purchaser is solely responsible for the timely payment of the yearly real estate taxes for the Property.
 - 3.2 Purchaser shall be solely responsible for acquiring and maintaining homeowner's liability, fire, and special loss coverage on the Property at all times during which this Contract is in effect. Purchaser shall have Seller listed as a named insured under all such policies of insurance.
 - 3.3 All other expenses of operating or owning the Property, including without limitation utilities and any assessments, maintenance, repair, and/or replacement, shall be the sole responsibility of the Purchaser. Purchaser agrees to maintain the Property in a good state of repair. Seller shall have the right to make inspections of the Property upon reasonable notice to Purchaser.
 - 3.4 Purchaser shall bear the risk of loss. Should the Property be damaged by way of fire, flood, vandalism, or other occurrence or event, such that the damage to the Property exceeds 25% of the value of the Property, Seller, at its option, may terminate this Contract or allow Purchaser to continue making payments as contemplated in this Contract, provided Purchaser must repair the Property within 30 days of being damaged. In addition, in the event the Property is damaged as stated above, any insurance proceeds obtained shall first be used to make repairs to the premises, and second, in the event additional proceeds remain, shall be applied towards payment of the Purchase Price. Should the Property be damaged in such a manner that the damage to the Property exceeds 50% of the value of the Property, the full Purchase Price shall become immediately due and payable and Seller shall be entitled to recover any insurance proceeds to be applied towards the payment of the Purchase Price, any remaining proceeds shall be used to repair the Property.
4. **Costs of Closing.**
 - 4.1 Seller and Purchaser shall divide equally the costs of closing this transaction, provided that Purchaser will be responsible for all taxes, fees, costs and expenses related to the preparation and recording of any documents necessary for Purchaser's financing the acquisition of the Property, or incurred by Purchaser in satisfying the terms and conditions of this Contract.
5. **Inspection.**

Purchaser acknowledges Seller has made no warranty or representation pertaining to the quality or condition of the Property and that Purchaser has inspected the Property and agrees to purchase the Property in an "AS IS" condition.

6. Default.

If Seller, through no fault of Seller, is unable to convey marketable title as required by this Contract and defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly the Earnest money and any sums expended by Purchaser for survey or title evidence; provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by Purchaser and deduct that amount from the Purchase Price. If Seller refuses to perform as required Purchaser may pursue all available legal and equitable remedies.

If Purchaser refuses to perform as required by this Contract after 30 days' written notice by Seller, Seller may elect either to pursue all available legal or equitable remedies, including accelerating and declaring the remaining balance of the Purchase Price being immediately due and payable, or declare a forfeiture hereunder and retain the Earnest Money as liquidated damages.

7. Closing and Possession.

7.1 The transaction shall close within 5 days following receipt of the final payment of the Purchase Price by Seller. Either party may, however, request and receive a 3 day extension of the closing date in the event the transaction cannot be closed due to delay in obtaining the title evidence, title clearance work, survey or loan approvals, provided that such delay does not result from the fault of the party requesting the extension.

7.2 At closing Seller shall convey good and marketable fee simple title to the property, to Purchaser by a good and valid Warranty Deed subject only to exceptions permitted by this Contract.

7.3 Possession of the Real Estate shall be delivered to the Purchaser on the date of the execution of this Contract.

8. Seller's Disclosures.

Seller shall provide all necessary disclosure forms prior to or at closing.

9. Attorney Review.

The parties hereby agree that each shall be free to consult with and have this contract reviewed by an attorney of their choosing. Purchaser shall have 7 days from the date of signing to have this document reviewed. Upon the expiration of the seventh day, all terms and conditions contained herein are final and binding.

10. Indemnification and Release.

Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Seller, Purchaser shall indemnify and hold harmless Seller from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Seller is effectively protected against by insurance. If Seller without fault, shall become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Seller harmless. This indemnification provided by this paragraph shall include all legal costs and attorneys' fees incurred by Seller in connection with any such claim, action or proceeding. Purchaser hereby releases Seller from all liability for any accident, damage or injury caused to a person or property on or about the Real Estate (whether or not due to negligence on the part of Seller) (excepting liability of Seller for Seller's negligence) and notwithstanding whether such acts or omissions be active or passive.

11. Warranties of Seller.

Seller hereby warrants that Seller has good and marketable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances, except as follows:

- (i) Easements and restrictions of record as described in the Title Binder, and visible unrecorded easements and encroachments;
- (ii) Current real estate taxes not yet delinquent;
- (iii) Seller further represents and warrants the following as of the date hereof: Seller has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser that will not be released prior to closing; Seller has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; the improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon; there are no existing violation of zoning ordinances or other restrictions applicable to the Real Estate known to Seller; there is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate; and Seller is neither principal nor surety on any bond payable to the State of Indiana.

12. Entire Agreement.

This Contract constitutes the sole and entire agreement between Purchaser and Seller and no modifications hereof shall be binding unless attached hereto and signed by both Purchaser and Seller. No representations, promises, or inducements not included in this Contract shall be binding upon either of the parties. This Contract shall be binding upon and shall inure to the benefit of each of the parties hereto, their respective heirs, successors, assigns, beneficial owners and representatives.

13. Governing Law

The validity, construction, and interpretation of this Contract shall be governed and determined in accordance with the laws of the State of Indiana.

14. Attorney's Fees

In the event it becomes necessary to enforce this Agreement through an attorney, or by the institution of litigation or other proceedings, the prevailing party, in addition to all other damages or remedies which may be awarded, shall be entitled to receive all costs incurred by it in undertaking such action, including court costs, out of pocket expenditures and reasonable attorney fees.

15. Counterparts.

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original and also constitute one and the same instrument.

16. Waiver.

No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement.

17. Commissions.

Any and all commissions as are or which may become due and payable to any person in relation to or arising out of the sale of the Property and the transaction herein contemplated shall be the sole responsibility of the Seller, and the Seller agrees to save and hold the Purchaser harmless from any and all claims made by any agent, broker, or other person in regard to this sale.

18. Security.

This Contract shall stand as security for the obligations of payment of the Purchaser.

19. Assignment, Sale, or Encumbrance.

Purchaser shall not assign this Contract, sell or enter into any contracts for the sale of the Property or any interest in the Property, or encumber the property or any interest in the Property, with any lien, including mortgage liens or mechanic's liens, without first securing the written consent of Seller.

20. Purchaser's Right to Reinstate After Acceleration Following Default.

If Purchaser defaults and the Purchase Price 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 Contract as if on acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this Contract, 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 Contract. Upon reinstatement by Purchaser, this Contract shall remain in full force and effect as if no acceleration had occurred.

21. Occupancy.

During the term of this Contract, only Kasandra Miller and her biological children may live at the Property.

IN WITNESS HEREOF, this Contract has been executed by the Purchaser and Seller on the date set out below, and each party agrees to accept and be bound by and perform in accordance with the terms and conditions contained within.

Dated: 12-30-10, 2010.

SELLER:
Rebecca Monk

By: Rebecca A Monk

PURCHASER:
Kasandra Miller

By: Kasandra Miller

Subscribed and Sworn to before me, a notary public in Lake County, Indiana, this 30 day of December, 2010.

Janet R. Kozub
Janet R. Kozub, Notary Public

My Commission Expires: 10-2-13

County of Residence: Lake

"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: Kim



PARCEL NO. 45-15-23-334-016.000-043
LEGAL DESCRIPTION: Lot 5 in Block 6, Plat HH, The Shades, in Cedar Lake, as shown in Plat Book 11, page 28 in the Office of the Recorder of Lake County, Indiana
COMMONLY KNOWN AS: 12936 Morse Street, Cedar Lake, Indiana 46303

PARCEL NO. 45-15-23-334-017.000-043
LEGAL DESCRIPTION: Lot 6 in Block 6, Plat HH, The Shades, in Cedar Lake, as shown in Plat Book 11, page 28 in the Office of the Recorder of Lake County, Indiana
COMMONLY KNOWN AS: 7205 W. 129th Lane, Cedar Lake, IN 46303

PARCEL NO. 45-15-23-334-018.000-043
LEGAL DESCRIPTION: Lot 7 in Block 6, Plat HH, The Shades, in Cedar Lake, as shown in Plat Book 11, page 28 in the Office of the Recorder of Lake County, Indiana
COMMONLY KNOWN AS: 12940 Morse Street, Cedar Lake, Indiana 46303

PARCEL NO. 45-15-23-334-019.000-043
LEGAL DESCRIPTION: Lot 8 in Block 6, Plat HH, The Shades, in Cedar Lake, as shown in Plat Book 11, page 28 in the Office of the Recorder of Lake County, Indiana
COMMONLY KNOWN AS: 12942 Morse Street, Cedar Lake, IN 46303



PARCEL NO. 45-15-23-334-012.000-043
LEGAL DESCRIPTION: Lot 1 in Block 6, Plat HH, The Shades, in Cedar Lake, as shown in Plat Book 11, page 28 in the Office of the Recorder of Lake County, Indiana
COMMONLY KNOWN AS: 12928 Morse Street, Cedar Lake, Indiana 46303

PARCEL NO. 45-15-23-334-013.000-043
LEGAL DESCRIPTION: Lot 2 in Block 6, Plat HH, The Shades, in Cedar Lake, as shown in Plat Book 11, page 28 in the Office of the Recorder of Lake County, Indiana

COMMONLY KNOWN AS: 12930 Morse Street, Cedar Lake, IN 46303

PARCEL NO. 45-15-23-334-014.000-043
LEGAL DESCRIPTION: Lot 3 in Block 6, Plat HH, The Shades, in Cedar Lake, as shown in Plat Book 11, page 28 in the Office of the Recorder of Lake County, Indiana
COMMONLY KNOWN AS: 12932 Morse Street, Cedar Lake, Indiana 46303

PARCEL NO. 45-15-23-334-015.000-043
LEGAL DESCRIPTION: Lot 4 in Block 6, Plat HH, The Shades, in Cedar Lake, as shown in Plat Book 11, page 28 in the Office of the Recorder of Lake County, Indiana
COMMONLY KNOWN AS: 12934 Morse Street, Cedar Lake, IN 46303