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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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RECORDS

**CONTRACT FOR CONDITIONAL  
SALE OF REAL ESTATE**

**THIS CONTRACT** ("Contract") is made and entered into this 18th day of June, 2010 ("Contract Date"), by and between G & K DEVELOPMENT, LLC, an Indiana limited liability company (hereinafter called "Seller"), and JOSEPH T. GULINO and KELLY A. GULINO, husband and wife (hereinafter called "Buyer").

**WITNESSETH:**

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter located on it) in Lake County, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"):

**Lot 225, Lake Hills Resubdivision, Unit 1, as per plat thereof, in the Office of the Recorder of Lake County, Indiana,**

Commonly known as 8941 Crooked Bend Drive, St. John, Indiana.  
Parcel Number 45-11-28-428-004.000-035

upon the following covenants, terms and conditions:

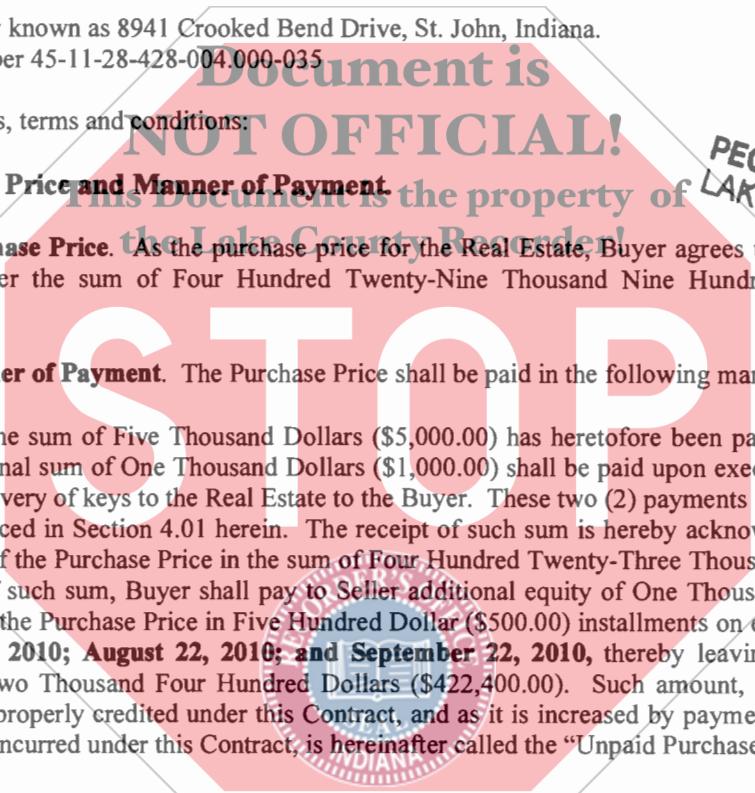
**Section 1. The Purchase Price and Manner of Payment.**

1.01 **The 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 Four Hundred Twenty-Nine Thousand Nine Hundred Dollars (\$429,900.00) ("Purchase Price").

1.02 **The Manner of Payment.** The Purchase Price shall be paid in the following manner:

a. The sum of Five Thousand Dollars (\$5,000.00) has heretofore been paid by Buyer to Seller as a deposit. An additional sum of One Thousand Dollars (\$1,000.00) shall be paid upon execution of this Contract and prior to Seller's delivery of keys to the Real Estate to the Buyer. These two (2) payments shall be considered "initial deposits" as referenced in Section 4.01 herein. The receipt of such sum is hereby acknowledged by Seller, leaving an unpaid balance of the Purchase Price in the sum of Four Hundred Twenty-Three Thousand Nine Hundred Dollars (\$423,900.00). Of such sum, Buyer shall pay to Seller additional equity of One Thousand Five Hundred Dollars (\$1,500.00) against the Purchase Price in Five Hundred Dollar (\$500.00) installments on each of the following three (3) dates: **July 22, 2010; August 22, 2010; and September 22, 2010**, thereby leaving a balance due of Four Hundred Twenty-Two Thousand Four Hundred Dollars (\$422,400.00). Such amount, reduced by payments and expenses of Buyer properly credited under this Contract, and as it is increased by payments and expenses of Seller properly made and incurred under this Contract, is hereinafter called the "Unpaid Purchase Price."

b. Buyer shall pay to Seller the Unpaid Purchase Price in monthly installments of Two Thousand Six Hundred Dollars (\$2,600.00) each, commencing August 1, 2010. Each such installment shall be allocated as follows: the sum of \$520.84 to principal equity; the sum of \$363.33 for real estate tax escrow, subject to adjustment as provided for in Section 3.01 hereof; and the balance thereof to interest and other expenses of Seller. Subsequent installments shall be paid on the same day of each month thereafter, up to and including July 1, 2012. Buyer shall make a final balloon payment of the Unpaid Purchase Price on July 31, 2012 (the "Final Closing Date"). Final Closing Date may be extended if mutually agreed to by the parties in writing.



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LAKE COUNTY RECORDER

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c. Buyer shall have a grace period of ten (10) days from the due date of any installment of the Purchase Price due under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in a sum equal to five percent (5%) of such installment shall accrue and be immediately due and payable.

d. Each installment received by Seller shall be applied in accordance with Section 1.02c, with additional charges due from Buyer (late charges, etc.) immediately upon written notice from Seller.

e. Each payment under this Contract shall be sent to Seller at the following address: P.O. Box 310, St. John, Indiana 46373, or at such other address as Seller shall designate in writing.

## **Section 2. Prepayment of Purchase Price.**

2.01 Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payments in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the Unpaid Purchase Price.

## **Section 3. Taxes, Assessments, Insurance, and Condemnation.**

3.01 **Taxes.** Buyer agrees to assume and pay the actual amount of taxes on the Real Estate which accrue as of the Contract Date, together with all installments of real estate taxes due and payable thereafter, and Seller agrees to pay all taxes on the Real Estate accrued prior to such Date. Buyer, upon written notice to Seller, and at Buyer's expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate. Buyer shall deposit in escrow with Seller, monthly installments in such amount sufficient to provide for the payment of all real estate taxes due and payable by Buyer, in such amount as Seller may from time to time reasonably determine; regardless of the amount of such monthly escrow, Buyer acknowledges and agrees that Buyer's responsibility is to pay the actual amount of real estate taxes due and payable for such period, and if amounts placed in escrow for such purpose are insufficient to pay such obligation, Buyer shall remit the difference to Seller upon Seller's written notice therefor. Seller will pay the real estate taxes for the Buyer as they become due during the term of this Contract and provide Buyer with written evidence of such tax payment immediately upon payment of the same.

3.02 **Assessments.** Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Contract, are assessed or charged to the Real Estate. Seller agrees to pay any other assessments or charges, to and including the date of this Contract.

3.03 **Penalties.** The parties hereto agree to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges, for which they are responsible under this Section 3.

3.04 **Insurance.** At all times during the period of this Contract, Seller shall keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price. Buyer shall obtain standard liability insurance with coverage in amounts not less than \$300,000 per person and \$500,000 per occurrence and an insurance policy for Buyer's own personal property. The parties shall pay premiums on the respective insurance policies as they become due. Such policies of insurance shall be carried with a company or companies chosen by the respective party and properly authorized by the State of Indiana to engage in such business. Such policies of insurance shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without at least ten (10) days prior written notice to Seller. The parties shall provide each other with such proof of insurance coverage as from time to time shall be reasonably requested. Except as otherwise agreed in writing, any insurance proceeds received as payment for any loss of, or damage to, the Real Estate covered by such insurance, shall be applied to restoration and repair of the loss or damage in such fashion as Seller reasonably may require, unless such restoration and repair is not economically feasible, or there exists an uncured Event of Default by Buyer under this Contract on the date of receipt of such proceeds. In either of such events, the proceeds may be applied, at Seller's option, toward prepayment of the Unpaid Purchase Price, with any excess to be paid to Buyer.

### **3.05 Rights of Parties to Perform Other's Covenants.**

a. If one of the parties hereto (hereinafter called "Responsible Party") fails to perform any act or to make any payment required by this Section 3, the other party (hereinafter called "Nonresponsible Party") shall have

the right at any time and without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of the Nonresponsible Party to perform any act or to make any payment required of the Responsible Party under the terms of this Contract.

b. The exercise of such right by a Nonresponsible Party shall not constitute a release of any obligation of the Responsible Party under this Section 3 or a waiver of any remedy available under this Contract, nor shall such exercise constitute an estoppel to the exercise by a Nonresponsible Party of any right or remedy of his for a subsequent failure by the Responsible Party to perform any act or make any payment required by him under this Section 3.

c. Payments made and all costs and expenses incurred by a Nonresponsible Party in connection with the exercise of such right shall, at the Nonresponsible Party's option, either (i) be paid to the Nonresponsible Party by the Responsible Party within thirty (30) days after written demand therefor, or (ii) on the date the next installment payment is due under this Contract, following written notice, be added to the Unpaid Purchase Price, if Buyer is the Responsible Party, or applied to reduce the Unpaid Purchase Price, if Seller is the Responsible Party.

d. In the event a Nonresponsible Party makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the legal rate, from the respective dates of making the same, until paid in full, or to the date such amounts are added to, or applied against, the Unpaid Purchase Price.

3.06 **Condemnation.** From the date hereof, Buyer shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Real Estate for public or quasi-public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Contract by Buyer. Should all or any part of the Real Estate be condemned and sold by court order, or sold under the threat of condemnation to any public or quasi-public body, the net amount received for the damage portion shall be retained by Buyer, and the net amount received for the Real Estate value shall be paid to Seller and applied as a reduction of the Unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall be Buyer's. If Buyer incurs expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expenses and any other applicable costs shall be deducted from the total proceeds to calculate the "net amount" and shall be allocated proportionately between the amount determined as damages and the amount determined for value of the Real Estate. If no determination is made of separate amounts for damages and Real Estate value, then the net amount shall be divided equally between Buyer and Seller, with Seller's amount to be applied as a reduction of the Unpaid Purchase Price.

#### **Section 4. Possession.**

4.01 **Delivery of Possession.** Seller shall deliver to Buyer full and complete possession of the Real Estate on the Contract Date provided Buyer has delivered the initial deposits of the Purchase Price to Seller pursuant to Section 1.02a of this Contract.

#### **Section 5. Evidence of Title.**

5.01 **Additional Title Evidence.** Immediately upon execution of this Contract, Seller shall provide Buyer with title evidence in the form of a recorded deed showing ownership in the Real Estate by Seller. Prior to the Final Closing Date, Seller shall deliver to Buyer a commitment for title insurance from a title company mutually acceptable to Seller and Buyer ("Title Insurance Company"). Such title insurance commitment shall show fee simple title to the Real Estate in Seller's name, subject to the exceptions in the policy and Buyer's interest in the Real Estate pursuant to this Contract, and the Title Insurance Company shall issue its policy in the amount of the Purchase Price at or immediately following the Final Closing Date. Any additional title insurance such as a lender's title insurance policy shall be at the expense of Buyer; provided, however, that the cost of additional title evidence necessitated by the acts or omissions of Seller shall be borne by Seller.

5.02 **Conveyance of Title.** Seller covenants and agrees that upon the payment of all sums due under this Contract and the prompt and full performance by Buyer of all covenants and agreements herein made, Seller will convey the Real Estate to Buyer by warranty deed, subject to restrictions and easements of record as of Contract Date and all taxes and assessments which are Buyer's obligations, on or before the Final Closing Date.

**Section 6. Seller's Right to Mortgage the Real Estate.**

6.01 **Mortgage Loan.** Without Buyer's consent and without obligation to Buyer except as set forth in this Section 6, Seller shall have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage(s) on the Real Estate (each singularly or collectively hereinafter called the "Loan"), provided that the terms of each Loan do not conflict with the provisions of Section 6 or any other provision of this Contract. Seller shall pay each Loan when due.

6.02 **Provisions of Loan.** Each Loan made by Seller shall:

- a. be in such principal amount that the aggregate principal balance of all Loans shall not exceed the Unpaid Purchase Price for the Real Estate;
- b. have total periodic payments which do not exceed the periodic payments by Buyer under this Contract and shall provide for the regular amortization rate of the principal of Seller's Loan which exceeds the amortization rate of the Unpaid Purchase Price of this Contract; and,
- c. provide for prepayment in full at Seller's option, whether with or without premium, at any time.

6.03 **Notice of Loan.** Contemporaneously with the execution of a Loan, Seller shall give Buyer written notice and inform Buyer in reasonable detail of the principal amount of the Loan, the name and address of the mortgagee, the installments payable under the Loan, and such other terms as Buyer may reasonably request.

6.04 **Default of Loan.** In the event of Seller's default of a Loan, Buyer shall have the right, on behalf of Seller, to make Loan payments or to cure other defaults. Seller shall, upon written demand of Buyer, pay to Buyer the amount of any such payments and the costs incurred by Buyer in curing other defaults (including in such costs Buyer's attorney fees) plus interest at the Interest Rate under this Contract, computed from date of payment or incurring of such costs until paid. Buyer shall have the option to deduct the amount of such payments, costs, and interest from payments payable under this Contract.

6.05 **Releases.** Upon payment in full by Buyer of all amounts payable under this Contract, Seller shall pay in full all amounts payable under Loans at the time outstanding and obtain and record, or cause to be recorded, a valid release of each Loan so paid.

**Section 7. Assignment of Contract of Sale of Interest in Real Estate.**

7.01 **Assignment or Sale.** Buyer may not sell or assign this Contract, Buyer's interest therein or Buyer's interest in the Real Estate, without the prior written consent of Seller, which consent shall not be unreasonably withheld.

7.02 **Notice of Assignment or Sale.** If Buyer wishes to assign Buyer's interest in this Contract or sell Buyer's interest in the Real Estate, Seller shall be furnished in writing a notice containing the full name, address, telephone number of the prospective assignee or purchaser from Buyer, as well as a financial statement showing such potential assignee's assets, liabilities, income and expenses, and credit report. Within 14 days of such notice, Seller shall either approve or disapprove in writing the assignment or sale based solely on the criteria herein, and if disapproved, specify the reason or reasons for such disapproval. If Seller fails to act within 14 days after such notice, Seller's approval shall be deemed given.

7.03 **Liability.** No assignment or sale shall operate to relieve either party from liability herein.

**Section 8. Use of the Real Estate by Buyer; Seller's Right to Inspection.**

8.01 **Use.** The Real Estate may not be leased or occupied by persons other than Buyer without prior written consent of Seller, which consent shall not be unreasonably withheld.

8.02 **Improvements.** Buyer may materially alter, change, or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements, only with prior written consent of Seller, which consent shall not be unreasonably withheld. Buyer shall not create, or allow any mechanics, laborers, materialmen, or other creditors of Buyer or an assignee of Buyer to obtain, a lien or attachment against Seller's interest herein. Buyer agrees that the Real Estate and any improvements thereon are, as of the Contract Date, in good condition, order, and repair, and Buyer shall, at Buyer's own expense, maintain the Real Estate and any improvements in as good order and repair as they are in on the Contract Date, ordinary wear and tear, and acts of God, or public authorities, excepted. Buyer shall not commit waste on the

Real Estate, and, with respect to occupancy and use, shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction thereof. In an Event of Default, any improvements made by the Buyer with respect to the Real Estate shall remain with the Real Estate, and Buyer shall forfeit and have no further interest in such improvements.

8.03 **Inspection.** Seller shall have the right to enter and inspect the Real Estate upon reasonable notice to Buyer.

8.04 **Buyer's Responsibility for Accidents.** Buyer assumes all risk and responsibility for injury or damage to person or property arising from Buyer's use and control of the Real Estate and any improvements thereon.

## Section 9. Buyer's Default and Seller's Remedies.

9.01 **Time.** Time is of the essence of this Contract.

9.02 **Buyer's Default.** Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate.

9.03 **Event of Default.** The following shall each constitute an Event of Default for purposes of this Contract:

a. Failure by Buyer for a period of thirty (30) days to pay any payment required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.

b. Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract.

c. Causing or permitting by Buyer of the making of any levy, seizure or attachment of the Real Estate or any part thereof.

d. Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.

e. Institution of insolvency proceedings against Buyer, or the adjustment, liquidation, extension or composition or arrangement of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or, Buyer's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Real Estate.

f. Desertion or abandonment by Buyer of any portion of the Real Estate.

g. Actual or threatened alteration, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by this Contract.

h. Failure by Buyer, for a period of thirty (30) days after written notice is delivered to Buyer, to perform or observe any other covenant or term of this Contract.

9.04 **Seller's Remedies.** Upon the occurrence of an Event of Default, Seller shall elect Seller's remedy under Subsection 9.04a or b.

a. Seller may declare this Contract forfeited and terminated, and upon such declaration, all right, title and interest of Buyer in and to the Real Estate shall immediately cease, and Buyer shall then be considered as a tenant holding over without permission. In such event, Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to eject Buyer and all persons claiming under Buyer. Further, Seller shall have the right to institute legal action to have this Contract forfeited and terminated and to recover from Buyer all or any of the following:

- 1 possession of the Real Estate;
- 2 any payment due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;

3 interest on the Unpaid Purchase Price from the last date to which interest was paid until judgment or possession is recovered by Seller, whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under Subsection 9.04(a)(2) above.

4 due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract for time periods when Buyer is in possession of the Real Estate;

5 premiums due and unpaid for insurance which Buyer is obligated to provide under this Contract.

6 the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear and acts of God or public authorities; and

7 any other amounts which Buyer is obligated to pay under this Contract; or

b. Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same. When all of such sums are paid to Seller, Seller shall convey the Real Estate to Buyer, by warranty deed, subject to restrictions and easements of record as of the date of this Contract and all taxes and assessments which are Buyer's obligation.

**9.05 Seller's Additional Remedies.** In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

a. Retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy under this Contract), as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.

b. Request that a receiver be appointed over the Real Estate in accordance with the Indiana law providing for real estate mortgage foreclosures and have all rents for the Real Estate collected for the benefit of Seller.

c. Enforce any right without relief from valuation or appraisal laws.

#### **Section 10. Seller's Default and Buyer's Remedies.**

10.01 If Seller fails to convey the Real Estate as required by this Contract, Buyer may institute legal action against Seller for specific performance, in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist at law; or Buyer may pursue such other remedy as is available at law or in equity.

10.02 If, after seven (7) days' notice from Buyer, Seller fails to make any payment required of Seller under this Contract or to perform or observe any other of his covenants or agreements, Buyer shall be entitled to institute legal action against Seller for such relief as may be available at law or in equity. Nothing in this subsection shall interfere with or affect Buyer's right to any reduction, set-off or credit to which Buyer may be entitled in the event of Seller's failure to pay amounts required of Seller pursuant to this Contract.

#### **Section 11. General Agreements.**

11.01 This Contract shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.

11.02 If Seller or Buyer consist of more than one person, each person signing this Contract as Seller or Buyer shall be jointly and severally bound.

11.03 Headings are for reference only, and do not affect the provisions of this Contract. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.

11.04 Each party is entitled to recover its reasonable attorney fees, costs, and expenses incurred by reason of enforcing such party's rights hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.

11.05 The failure or omission of either party to enforce any of his rights or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of such party's rights or remedies upon any subsequent default.

11.06 Any notices to be given hereunder shall be in writing and deemed sufficiently given when (1) served personally on the person to be notified, or (2) delivered to such person such notice via overnight courier service, or (3) placed in an envelope directed to the person to be notified at such person's last known address and deposited in a United States Post Office mail box, postage prepaid.

11.07 In computing a time period prescribed in this Contract, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period.

## **Section 12. Additional Covenants.**

12.01 The parties agree to execute and record a Memorandum of this Contract in the Office of the Recorder of Lake County, Indiana.

12.02 Buyer shall make quarterly payments of property owner association dues and fees directly to the Lake Hills Home Owners Association and provide Seller with proof of payment thereof within ninety (90) days of each quarterly due date. The parties agree to ratably prorate dues and fees for periods of time extending before and after the Contract Date.

12.03 As soon after the Contract Date as practicable, Seller agrees to install a stove/oven and refrigerator/freezer (with ice and water in the door and water filtration system therein). Such appliances shall be of stainless steel finish to match other appliances currently situated within the home located on the Real Estate, and shall be of similar quality and design. Buyer shall be responsible for installing a washer and dryer at Buyer's own expense.

12.04 Seller shall provide Buyer with a home warranty for the first twelve (12) months of the term of this Contract.

12.05 Seller shall provide Buyer at or prior to the Contract Date with copies of all Real Estate survey materials in Seller's possession.

12.06 Excepting only warranty obligations of the builder of the home on the Real Estate, the Buyer shall be responsible for all maintenance of the Real Estate and improvements thereon, including but not limited to lawn, hedge/flower bedding, snow removal, pest control, appliance and systems maintenance (including heating/ventilation/air conditioning system), floor and wall covering and concrete maintenance.

12.07 Final walkthrough of the Real Estate prior to possession by Buyer shall take place during which any unacceptable defects shall be identified by Buyer and remedied at Seller's option. If not remedied, Buyer may terminate this Agreement as null and void or proceed to Contract signing and possession. However, upon Buyer obtaining possession, notwithstanding anything contained herein to the contrary, the Buyer shall accept the Real Estate in its "as-is" condition, and with all faults, excepting only the following:

a. Seller shall, at Seller's expense, repaint walls to cover the stenciled "Family" and "Love Story" inscriptions. Such paint shall be in the same paint color as exist in the respective rooms containing such stenciling.

12.08 Seller agrees to pay to Keller Williams a real estate commission in the amount of Eight Thousand Eight Hundred Seventy Three Dollars (\$8,873.00), of which amount the sum of Two Thousand Six Hundred Dollars (\$2,600.00) shall be payable as of the Contract Date upon the parties' execution of the Contract. In the event the transaction contemplated by this Contract fails to close by delivery of Seller's warranty deed to Buyer on or before the Final Closing Date, then the real estate commission payable to Keller Williams shall be limited to the sum of Two Thousand Six Hundred Dollars (\$2,600.00) paid as of the Contract Date, and Seller shall have no further obligation to Keller Williams hereunder.

**[ Signatures following on next page ]**

**IN WITNESS WHEREOF**, Seller and Buyer have executed this Contract in duplicate on this 18<sup>th</sup> day of June, 2010.

G & K DEVELOPMENT, LLC – SELLER

By: *Nicholas A. Georgiou*  
Nicholas A. Georgiou, its Manager

*Joseph T. Gulino*  
JOSEPH T. GULINO -- BUYER

*Kelly A. Gulino*  
KELLY A. GULINO -- BUYER

"I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT UNLESS REQUIRED BY LAW."  
PREPARED BY: *Michele D. Cook*



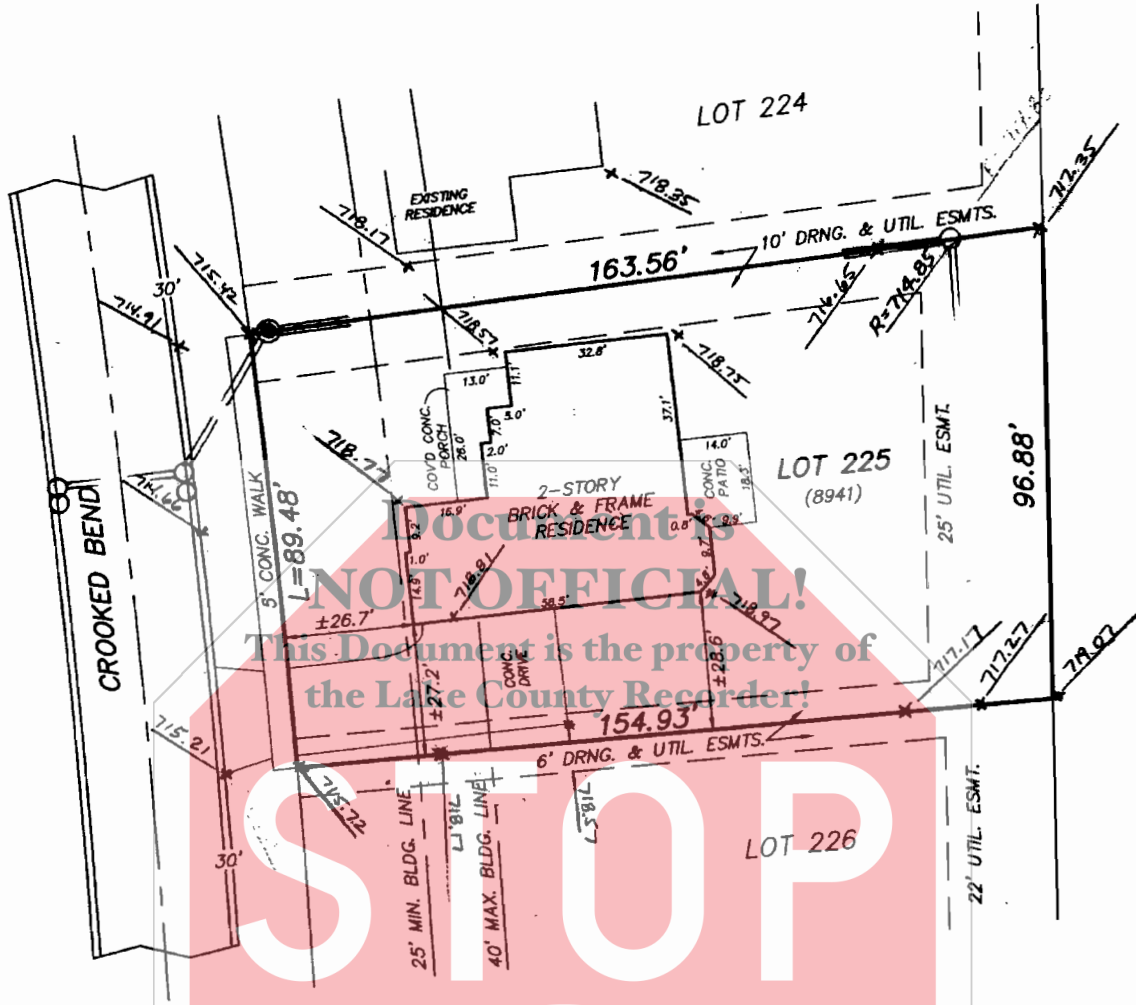


### PROPERTY INSPECTION REPORT

CAUTION: THIS REPORT IS INTENDED FOR USE ONLY BY TITLE INSURANCE COMPANIES AND LENDERS, OR OTHER PARTIES SPECIFICALLY NAMED HEREON. THIS REPORT IS NOT A PROPERTY SURVEY AND NO PROPERTY CORNER MARKERS WERE SET. NO LIABILITY WILL BE ASSUMED FOR THE USE OF DATA HEREIN FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.

PROPERTY ADDRESS: 8941 Crooked Bend, St. John, Indiana

DESCRIPTION: Lot 225 in LAKE HILLS RESUBDIVISION, UNIT 1, a subdivision in the Town of St. John, Indiana, as per Record Plat thereof appearing in Plat Book 96, Page 40, in the Office of the Recorder of Lake County, Indiana.



NOT OFFICIAL!  
This Document is the property of  
the Lake County Recorder!

This Property is located in Flood Zone(s) "C"  
as per the applicable Flood Insurance Rate Map for  
UNINCORPORATED Lake County, IN  
(Community Panel 180126 0085 B effective 09/02/81)

THIS REPORT IS CERTIFIED ONLY TO:

NAME: S. KELLY BUILDERS

EXPLANATION: ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENT UPON THE PLAT.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON WAS INSPECTED UNDER MY SUPERVISION AND THAT THE PLAT DRAWN HEREON CORRECTLY REPRESENTS SAID INSPECTION.

*John E. Bullock*  
JOHN E. BULLOCK-INDIANA LAND SURVEYOR NO. S-0512



SCALE 1 IN = 30 FT

CLIENT S. KELLY DRAWN JRS  
JOB NO 375-06 DATE 5/11/06  
REV \_\_\_\_\_

FLD BK \_\_\_\_\_ PG \_\_\_\_\_ FILE NO 4199 B ✓

# LAND TECHNOLOGIES, INC.

7325 MALLARD LANE  
SCHIEBERVILLE, IN 46375

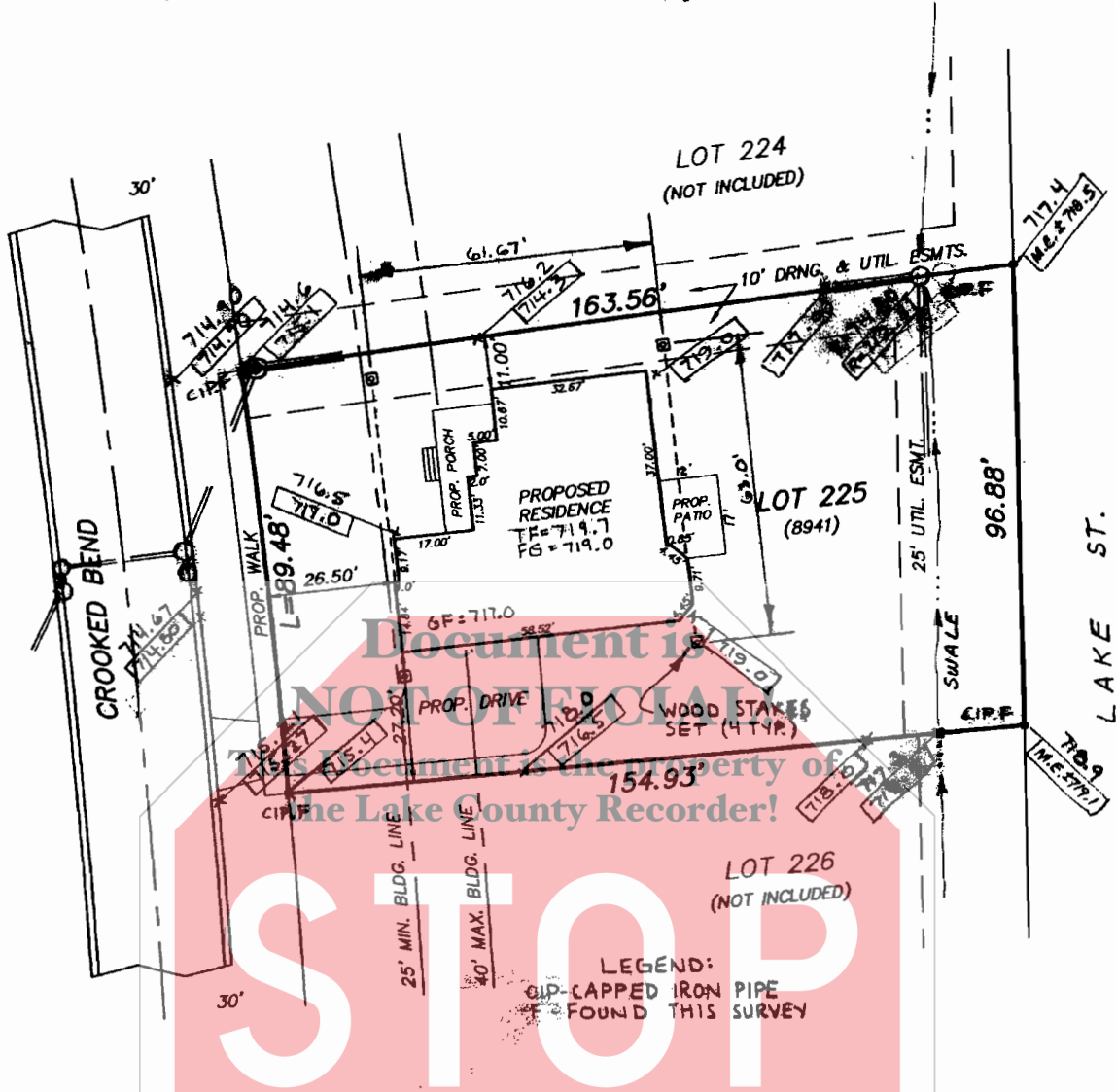
CIVIL ENGINEERING & LAND SURVEYING

TEL: (219) 769-7728  
FAX: (219) 769-7731

## PLAT OF SURVEY

PROPERTY ADDRESS: 8941 Crooked Bend, St. John, Indiana

DESCRIPTION: Lot 225 in LAKE HILLS RESUBDIVISION, UNIT 1, a subdivision in the Town of St. John, Indiana, as per Record Plat thereof appearing in Plat Book 96, Page 40, in the Office of the Recorder of Lake County, Indiana.



**GRADING NOTES:**

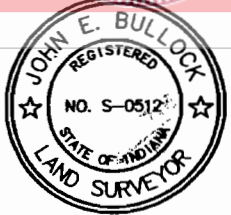
- 1) 714.82 = Reference Elev. (Top of curb ● center of Lot)
- 2) 719.0 = Prop. Finish Grade Elev. ● perimeter of house
- 3) x 000.00 = Existing Spot Elevation
- 3) x 000.00 = Proposed Finish Grade

THIS SURVEY IS CERTIFIED ONLY TO:

NAME: S. KELLY BUILDERS

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE OFFICIAL RECORDS AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY.

*John E. Bullock*  
JOHN E. BULLOCK-INDIANA LAND SURVEYOR NO. S-0512



This Property is located in Flood Zone(s) "C" as per the applicable Flood Insurance Rate Map for UNINCORPORATED Lake County, IN (Community Panel 180126 0085 B effective 09/02/81)

EXPLANATION: ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENT UPON THE PLAT.



SCALE 1 IN = 30 FT

CLIENT S. KELLY DRAWN SMG  
JOB NO 201-05 DATE 03/15/05  
REV 1/05

FLD BK M19 PG 355 FILE NO 4199