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AGREEMENT TO PURCHASE REAL ESTATE

Blanca Erika Perez (Buyer) agrees to purchase from Joyce Kane (Seller) the residence located at 1121 Truman Hammond, Indiana 46320. the legal description of which is as follows:

THE EAST HALF OF LOT 10 AND ALL LOT 11, BLOCK 3, EAST LAWN ADDITION, THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 2, PAGE 75, IN LAKE COUNTY, INDIANA.

1. The purchase price shall be \$20,000.00 less a repairs credit of \$500.00 and less a furnace credit of \$1,000.00. These credits are because the buyer is taking the property "as is" meaning in the condition it is in now. That leaves a balance due of \$18,500 which will be paid with \$5,000.00 paid at closing to be paid by a certified check and the balance of \$13,500 to be paid over 4 years in equal monthly payments with interest at 5% per annum.

2. All amounts shall be due and payable in equal installments of \$310.90 each month, beginning on the 15 day of May, 2011 and continuing on the same day of every month thereafter until fully paid. An amortization schedule is attached as exhibit A. A payment shall be considered as late if it is not received within 5 days of the due date.

3. Along with the mortgage payment the Buyer shall pay the Seller 1/12 of the real estate taxes and 1/12 of the real estate insurance payment. Presently this will be \$138.66 for taxes and \$48.33 for insurance. Thus a total of \$497.89 per month shall be made On May 15, and the 15th of each month thereafter. (310.90 + 138.66 + 48.33 = \$497.89) Seller shall keep the

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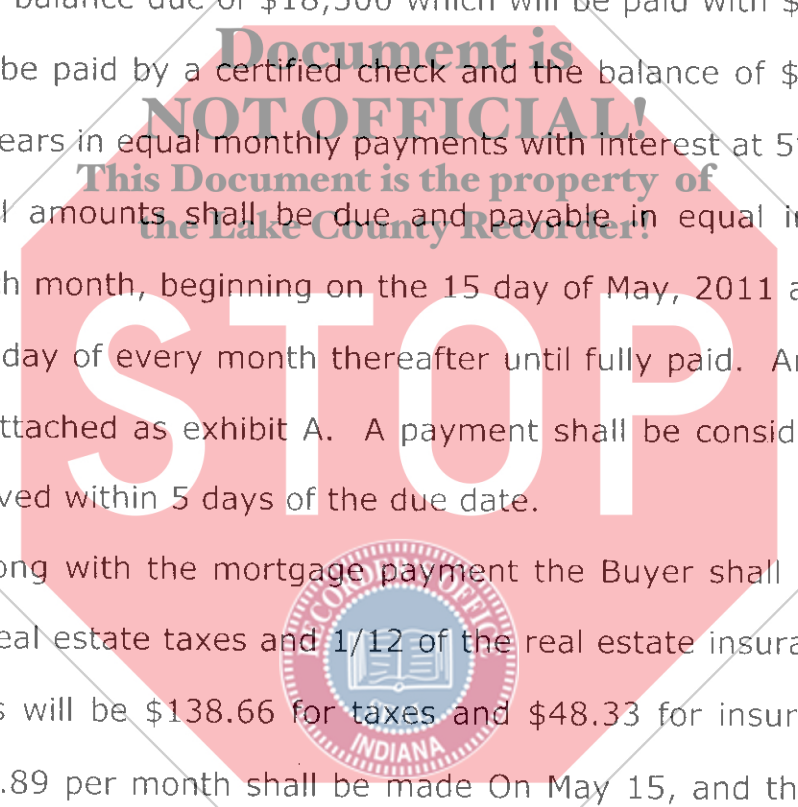
MAY 11 2011

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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STATE OF INDIANA
LAKE COUNTY
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funds in that escrow account when the taxes or insurance come due the Buyer shall pay the shortage on demand from the Seller. The monthly escrow account payments can be increased or decreased at the request of Seller as the taxes or insurance costs change. At the completion of this contract any money remaining in the escrow account shall be returned to buyer.

4. Each installment is payable to Joyce Kane at, 2747 New York, Whiting, IN 46394 Indiana 46320.

5. If the payment due on the 15th of each month is not made and received within ten (10) days after the date it is due, Buyer agrees to pay a late charge of \$15.00 plus an additional \$5.00 per day thereafter that said payment is late. Such late payment charges shall be in addition to all other remedies available to Seller.

6. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

7. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this contract.

8. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

9. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a). Sue for any delinquent periodic payment; or

- (b) Sue for specific performance of any Buyer's obligations pursuant to this contract; or
- (c). Forfeit this Contract. The effect of such forfeiture includes:
- (i) the Buyer's rights under the Contract shall be canceled;
 - (ii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto subject to such mortgage credit as is required by Indiana Law; (iii) all improvements made to the property shall belong to Seller; and (iv) Buyer shall be required to surrender possession of the property and improvements to the Seller 10 days after the forfeiture; or
- (d). Give Buyer written notice demanding payment of said delinquencies and payment of all late charges required by this contract and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys fees and

costs; or

- (e). Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

10. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

11. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

12. In the event of any breach of this Contract the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

13. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at 1121 Truman, Hammond, IN 46320 and to Seller at 2747 New York, Whiting, IN 46375 or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to

Seller shall also be sent to any institution receiving payments on the Contract.

14. Time is of the essence in performance of any obligations pursuant to this Contract.

15. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

15. Buyer shall not make any substantial alteration or improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

16. Buyer is responsible for the utilities and all other expenses associated with the residence including any repairs that need to be done. Buyer shall put the utilities such as water and NIPSCO in her name and be solely responsible for same.

17. Buyer represents that the intended use of the real estate is as a residence only and further represents that Buyer has fully inspected said premises and accepts them in their present condition. The Seller has made no written or oral warranties or guaranties concerning the condition of the premises.

18. Buyer shall be responsible for 2012 real estate taxes payable in 2013 and for 8/12 of the 2011 real estate taxes payable in 2012. Buyers shall be responsible for all other real estate taxes and any assessments

against said property that accrue after May 1, 2011. Seller shall be responsible for 4/12 of the 2011 real estate taxes payable in 2012. Seller shall be responsible for all other taxes due and payable prior to April 30, 2011.

19. Buyer will have at her expense have done a title search done and purchase title insurance, if she wants same done. This shall be done at the time that Seller deeds the property to buyer. If this is done then Seller shall sign a Warranty deed deeding the property to ^{Buyer B.E.P} ~~Seller~~ within 10 days of the buyer making the last payment due under this contract. If Buyer does not elect to purchase title insurance Seller shall convey title by executing a quit claim deed transferring her interest in said real estate to buyer within 10 days of the buyer making the last payment due under this contract.

20. Neither Buyer or Seller shall transfer any interest in this property or cause any liens to be made against this property after the date of this contract is signed.

As evidence that this is parties' understanding, each party has signed this agreement on the date indicated.

Buyer:

Seller:

Blanca E Perez
Blanca Erika Perez
4-13-2011



Joyce Kane
Joyce Kane

April 15, 2011
Joke

Taxes: 2747 New York
Whiting, In 46394