

**CONTRACT FOR PURCHASE OF REAL ESTATE PROPERTY**

THIS CONTRACT, made and entered by and between Eduardo Rubio Chaidez & Maria Angeles Garcia, (herein called the "Seller") and Juan Jose & Betsabe Angelica Avila, as joint tenants with right of survivorship (herein called the "Buyer"),

**1. Sale of Property.** Purchaser will purchase from Seller, Seller's interesting the Property known as

**Lot 105 LYNDORA Addition to the City of Hammond, in Lake County, Indiana.  
Commonly Known as: 6128 Noble Ave, Hammond IN 46320  
Parcel #: 45-07-06-403-007.000-023  
Including all improvements thereon (collectively, the "Property")**

**2. Transfer of interest.** Seller is purchasing the Property from Venture RE LLC pursuant to a Contract for Conditional Sale of Real Estate entered into by Seller and Venture RE LLC as of May 27, 2011 and recorded May 27, 2011 as Document Number 2011 029512, in the office of the Recorder of Lake County, Indiana. As of the Date of this Contract

**3. Purchase Price.** As the purchase price for the Property, Purchaser has paid one (1.00) Dollar to seller and Purchasers will continue making all payments which are due to venture RE LLC for the remainder of the Contract.

**4. Assignment of Contract.** Seller will execute an assignment of contract which assignment will also be signed by Venture RE LLC. Such assignment will transfer all rights and obligations of Seller in the Property to Purchaser. It will also operate to notify Venture RE LLC, that when Purchaser completes payments due under the Contract to Venture RE LLC, Venture RE LLC will transfer Title in the Property to Purchaser under the terms set forth in the Contract.

**5. Possession.** Purchaser will have exclusive possession of the Property as of and after the date this contract was executed.

**6. Condition of Property.** Except as otherwise provided in this Offer, Purchaser will accept the Property as is in its present condition.

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

**8. Warranties of Seller.** Seller represents and warrants that seller has made all payments due and owing to Venture RE LLC as of this date.

**9. Default. If either party breaches.** If either party breaches this contract, the breaching party will be responsible for any costs incurred by the non-braching party, including costs of attorney fees.

This Contract for Purchase of Property is made by Purchaser and Seller as of March 4<sup>th</sup>, 2013

*Eduardo Rubio*

Mr. Eduardo Rubio Chaidez

*Maria A. Garcia*

Mrs. Maria Angeles Garcia,

*Juan Jose Avila*

Mr. Juan Jose

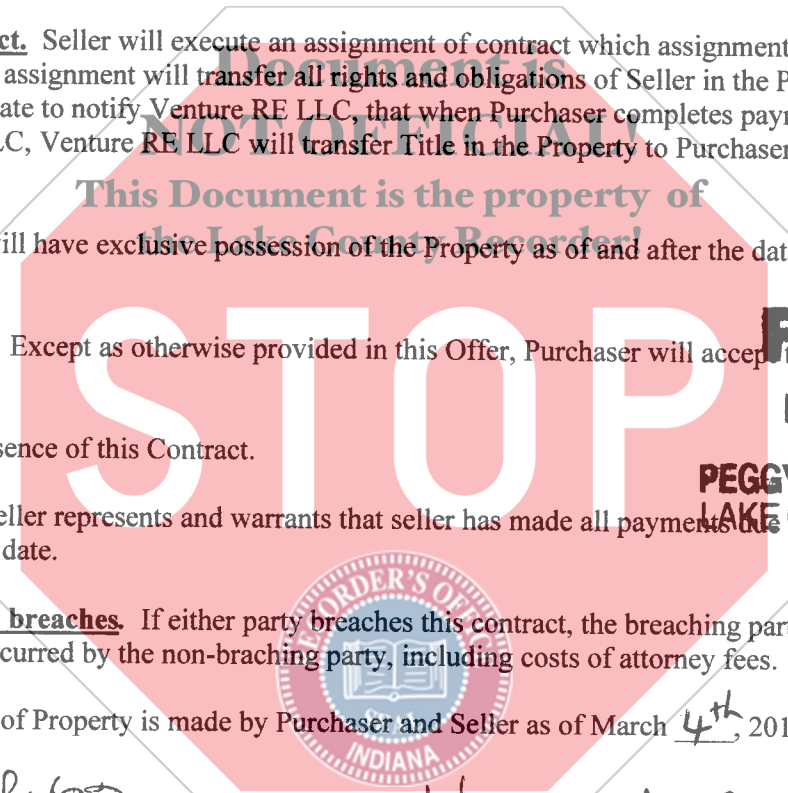
*Betsabe Angelica Avila*

Mrs. Betsabe Angelica Avila

**11215**

2013 MAR 08 01:17:16

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDER  
2013 MAR 08 PM 12:15  
JACQUES BROOKS  
RECORDER



**FILED**  
MAR 08 2013

**PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR**

23  
IMC  
REF  
AU

STATE OF Indiana

SS:

COUNTY OF Lake

Before me, a Notary Public in and for said County and State, personally appeared Nabil Ghanimeh who having been duly sworn, stated that he is the Registered Agent of Venture RE LLC who acknowledged the execution of the foregoing Assignment for and on behalf of said Assignor, and stated that the representations therein contained are true.

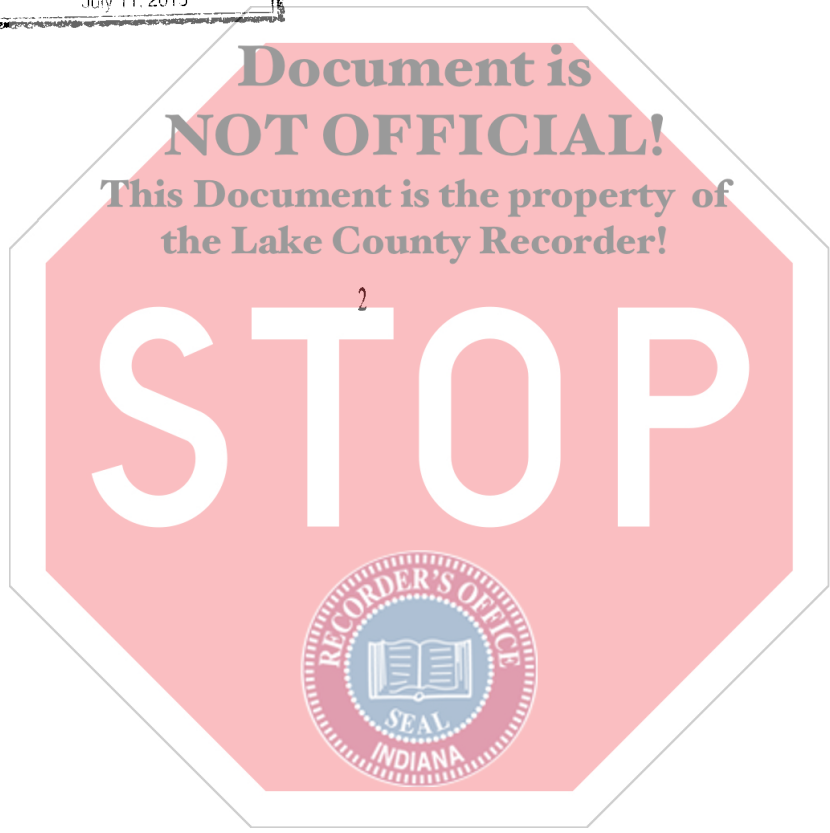
WITNESS my hand and Notarial Seal this 4 day of March, 2013

Tracy L. Banaszak  
Notary Public

MY COMMISSION EXPIRES:

July 11, 2015

Resident of Lake County



MAIL TAX BILLS TO:

Venture RE, LLC  
PO BOX 3096  
Munster, IN 46321  
(219) 201-1482



TAX KEY NO: 45-07-06-403-007.000-023

MEMORANDUM OF ASSIGNMENT OF LAND CONTRACT

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of March 2013, by and between **Mr. Eduardo Rubio Chaidez & Mrs. Maria Angeles Garcia**, of Lake County, Indiana, (hereinafter referred to as "Assignor"), and **Mr. Juan Jose & Mrs. Betsabe Angelica Avila** of Lake County, Indiana, WITNESSETH:

In consideration of one dollar (\$1.00) and other valuable consideration paid by Assignee to Assignor, the Assignor hereby assigns to Assignee, pursuant to the terms and conditions set forth in a certain Assignment of Land Contract of even date herewith, the terms of which are hereby incorporated herein by reference, which Land Contract concerns the following described real estate, situated in Lake County, Indiana, to wit:

**Lot 105 LYNDORA Addition to the City of Hammond, in Lake County, Indiana.  
Commonly Known as: 6128 Noble Ave, Hammond IN 46320  
Parcel #: 45-07-06-403-007.000-023**

said Land Contract being originally executed by **Mr. Eduardo Rubio Chaidez & Mrs. Maria Angeles Garcia**, as Buyer and Venture RE, LLC as Seller, a memorandum of which was recorded May 27, 2011 as Document Number 2011 029512, in the office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, Assignor have executed this instrument on this \_

4<sup>th</sup> day of, March 2013.

Eduardo Rubio

**Mr. Eduardo Rubio Chaidez**

Juan Jose

**Mr. Juan Jose**

Maria A. Garcia

**Mrs. Maria Angeles Garcia,**

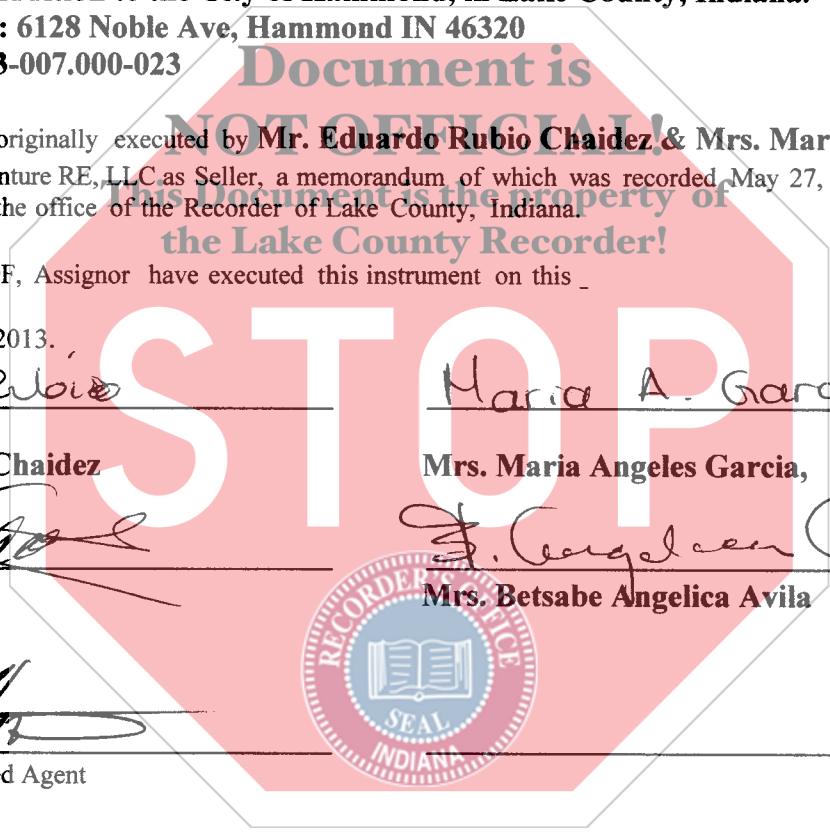
Betsabe Angelica Avila

**Mrs. Betsabe Angelica Avila**

Venture RE, LLC

Nabil Ghanimeh

**Nabil Ghanimeh Registered Agent**



STATE OF

SS:

COUNTY OF

Before me, a Notary Public in and for said County and State, personally appeared Nabil Ghanimeh who having been duly sworn, stated that he is the Registered Agent of Venture RE LLC who acknowledged the execution of the foregoing Assignment for and on behalf of said Assignor, and stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 4 day of March 2013

Tracy L. Banaszak  
Notary Public

MY COMMISSION EXPIRES:

July 11, 2015

Resident of Lake County



## ASSIGNMENT OF INTEREST IN LAND CONTRACT

In consideration of One Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, the Assignor hereby assigns, transfers and sets over to **Mr. Juan Jose & Mrs. Betsabe Angelica Avila**, its successors and assigns, its interest in the following land contract, a memorandum of which is recorded in the Office of the Recorder of Lake County, Indiana:

That certain Land Contract executed on May 27, 2011 by .  
**Eduardo Rubio Chaidez & Mrs. Maria Angeles Garcia**, as Buyer and Venture RE, LLC as Seller, a memorandum of which was recorded May 27, 2011 as Document Number 2011 029512, in the office of the Recorder of Lake County, Indiana..

The legal description of the real estate described in the Land Contract is as follows:

**Lot 105 LYNDORA Addition to the City of Hammond, in Lake County, Indiana.  
Commonly Known as: 6128 Noble Ave, Hammond IN 46320  
New Parcel #: 45-07-06-403-007.000-023**

1. Rights of Assignee. The Assignor hereby specifically authorizes and directs **Mr. Juan Jose & Mrs. Betsabe Angelica Avila**, to make all payments due under any and all of the aforesaid Land Contract to Venture RE LLC; and hereby irrevocably authorizes and empowers Venture RE LLC as such assignee, to ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due or payable or remain unpaid at any time or times under and pursuant to the terms of the aforesaid Land Contract and in Venture RE LLC's discretion to take any action or proceedings either in its own name or in the name of the Assignor or otherwise which to Venture RE LLC may seem to be necessary or advisable in the premises.

2. Further Assurances. The Assignor further represents to and covenants and agrees with Venture RE that it will at any time or from time to time, upon the written request of Venture RE execute and deliver such further documents and do such other acts and things as Venture RE LLC may specify for the purpose of further assurance, and of effecting the purposes of this assignment, and otherwise do any and all things and acts whatsoever which Venture RE may request in order to perfect this assignment.

3. Benefit. The covenants of the Assignor herein set forth shall endure to the benefit not only of Venture RE LLC but of its successors and assigns.

4. Remedies Cumulative. The rights and remedies of Venture RE LLC hereunder are cumulative and are not in lieu of but are in addition to any other rights and remedies which Venture RE LLC may have under the provision of the Land Contract, or otherwise.

5. Representation of Balance Due and payments terms.

Assignor represents that the balance due under the terms of the aforesaid Land Contract, after credit for all payments made to date, is \$17499.27 plus an accrued interest of 5% and the time remaining to pay the mortgage is 5 years and 7 months starting on April 1, 2013 and ending on October 1, 2018

6. Indemnity. Assignor hereby indemnifies Assignee from any and all loss incurred due to a failure or partial failure of the warrants made herein, including costs of defense and the attorney's fees associated therewith, despite the merits or lack thereof of any claim made against such warrant, and will reimburse Assignee such loss within 30 days of written demand, including costs of enforcing the terms of this Assignment, and the attorney's fees associated therewith.

The undersigned represents that he has been duly authorized by appropriate resolution or by the operating agreement to execute this assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this day of \_\_\_\_\_, 2013.

IN WITNESS WHEREOF, Assignor have executed this instrument on this \_\_\_\_\_ day of, March 2013.

Eduardo Rubio

Mr. Eduardo Rubio Chaidez

Maria A. Garcia

Mrs. Maria Angeles Garcia,

[Signature]

Mrs. Betsabe Angelica Avila

[Signature]

Mr. Juan Jose

[Signature]

Venture RE, LLC

BY:-----

STATE OF Indiana

COUNTY OF Lake

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

Before me, a Notary Public in and for said County and State, personally appeared appeared Nabil Ghanimeh who having been duly sworn, stated that he is the Registered Agent of Venture RE LLC, who acknowledged the execution of the foregoing Assignment for and on behalf of said Assignor, and stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 4 day of March 2013

MY COMMISSION EXPIRES:

July 11, 2015

[Signature]

Notary Public  
County

Resident of Lake

