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# AGREEMENT TO SELL REAL ESTATE IN INDIANA

REAL ESTATE SOLUTIONS OF INDIANA LLC as Seller, and *Equity Trust Company* as *Custodian FBO Joseph Wittig*  
Buyer, hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, which shall include the STANDARDS TRANSACTIONS set forth within this contract.

- 1. LEGAL DESCRIPTION of real estate located in: **644 SIBLEY HAMMOND IN 46320**
- 2. PURCHASE PRICE: *Eleven Thousand 80/100*
- Method of Payment: **CASH**
  - (a) Deposit to be held in trust by Seller: such amount as is necessary to complete payment of purchase price after credits, adjustments and pro-rations:

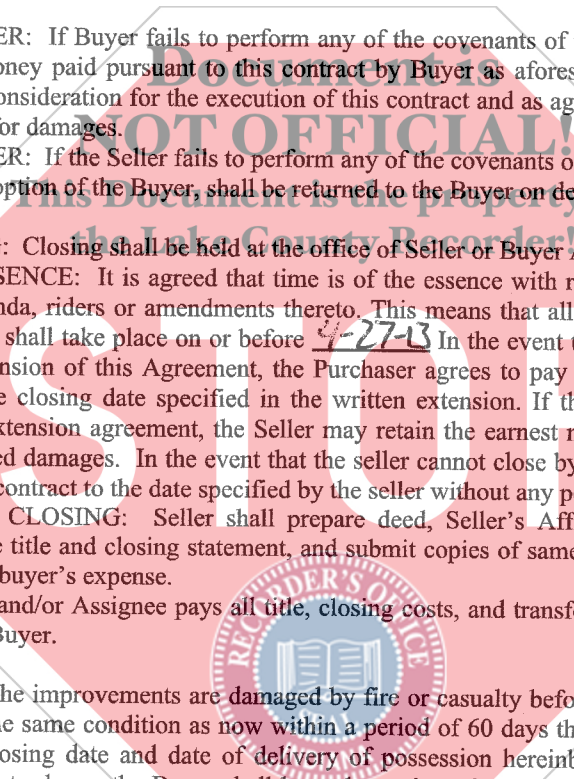
\$ 11,800  
2013 046009

- 3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall prorated as of the date of closing. Buyer and Seller agree that on the day of closing all taxes are final.
- 4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other: NA
- 5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, regardless of the amount of bank financing, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.
- 6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand.
- 7. PLACE OF CLOSING: Closing shall be held at the office of Seller or Buyer Attorney or Title Company.
- 8. TIME IS OF THE ESSENCE: It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto. This means that all deadlines are intended to be strict and absolute. The closing shall take place on or before *4-27-13*. In the event the Seller agrees to the Purchaser's request for a written extension of this Agreement, the Purchaser agrees to pay to the Seller a per diem of \$ 0.00 through and including the closing date specified in the written extension. If the sale does not close by the date specified in the written extension agreement, the Seller may retain the earnest money deposit and the accrued per diem payment as liquidated damages. In the event that the seller cannot close by the date specified buyer agrees to automatically extend this contract to the date specified by the seller without any penalty to the seller or the buyer.
- 9. DOCUMENTS FOR CLOSING: Seller shall prepare deed, Seller's Affidavit, any corrective instruments required for perfecting the title and closing statement, and submit copies of same to Buyer at least one day prior to scheduled closing date, at buyer's expense.
- 10. EXPENSES: Buyer and/or Assignee pays all title, closing costs, and transfer stamps. Title policy and closing cost shall be paid by the Buyer.

11. RISK OF LOSS: If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements, and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) canceling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability.

12. MAINTENANCE: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.

13. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B. BROWN  
RECORDER  
JUN 24 AM 10:00

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DO  
WIC  
CS*

23851

**FILED**  
JUN 24 2013  
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

Buyer Equity Trust Company Custodian

FBO Joseph Wittig IRA  
Buyers Name:

5205 W/ 125<sup>th</sup> Ave  
Buyers Address:

Crown Point, IN, 46307

219 689 6534  
Buyers Phone Number

Buyers Phone Number:

jwittig52@yahoo.com  
Buyers Email Address

Investment

Homestead

Cash

Loan



State of Indiana, County of Lake County, ss:

This instrument was acknowledged before me on this 18<sup>th</sup> day of April, 2013 by Joseph Wittig, President, on behalf of equity Trust Company Custodian FBO Joseph Wittig IRA

VICKI LYNN SHEFULSKY  
Notary Public - Seal  
State of Indiana  
My Commission Expires Jan 21, 2021

VICKI LYNN SHEFULSKY  
Notary Public - Seal  
State of Indiana  
My Commission Expires Jan 21, 2021

Vicki L. Shefulsky  
Notary Public

Executive Assistant to  
Title (+ Rank) President

Commission expires: 1/21/21

