AGREEMENT TO SELL REAL ESTATE IN INDIANA

REAL ESTATE SOLUTIONS OF INDIANA LLC as Seller, and 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: Method of Payment: **CASH**

Thousand x 0/100 ERVEN

(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:

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property sha 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 of bank financing, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of 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 more.
- paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand. ž S
- Ē 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 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, in adding lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it exted 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 a repetite the

23851

PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR

Buyer Equity Trust Company Custodian
FBO Joseph Wittig IRA Buyers Name:
5205 W/ 125th Ave Buyers Address:
Crown Point, IN, 46307
Z19 G89 GS34 Buyers Phone Number
Buyers Phone Number:
Buyers Email Address Document is
Investment I Homestead FFICIAL!
This Document is the property of the Loanke County Recorder!
State of Indiana, County of Lake County, ss:
This instrument was act on ledged bell
dery of Horil 2013
day of April, 2013 by Soseph Wittig, President, on behalf
of equity Toust Company Custodian FBO Joseph Wittig IRA
VICKI LYNN SHEFULBRY Notary Rubite : Seal State of Indiana Notary Rubite Rutary Rubite
My Commission Expires Jan 211, 2021
VICKI LYNN SHEFULSKY Notary Public - Seal State of Indiana My Commission Expires Jan 21, 2021 EXECUTIVE ABSISTANT D Title (7 Rank) President
Commission expires: 1/21/21

unless extended by other provisions of this contract.

- 14. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.
- 15. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.
- 16: RADON GAS DISCLOSURE. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in NA. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 17: CONDITION OF PROPERTY: The Buyer understands and agrees that the seller acquired the property by foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, right of eminent domain or similar process and consequently, the seller has no direct knowledge concerning the condition of the property. As a material part of the consideration to be received by the seller under the agreement as negotiated and agreed to by the buyer and the seller, the buyer acknowledges and agrees to accept the property in "as is" condition at the time of closing, including, without limitation, any hidden defects or environmental condition, including the presence of mold, affecting the property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. The buyer and the seller specifically negates and disclaim, any representations, warranties, promises, covenants, agreements, or guarantees, implied or express, oral or written, in respect to:
 - A. The physical condition or any other aspect of the property including the structural integrity or the quality or character of materials used in construction of any improvements, availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage or any other matter affecting the stability, safety or integrity of the property or improvements:
 A. The conformity of the property or the improvements to any environmental, zoning, land use or building
 - A. The conformity of the property or the improvements to any environmental, zoning, land use or building code requirements or compliance with any laws, rules, ordinances, or regulations of any federal, state or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements and/or any remodeling of the structure; and
 - A. The habitability, marketability, profitability or fitness for a particular purpose of the property or improvements, including defects, apparent or latent, which now exist or which may hereafter exist and which, if known to buyer, would cause buyer to refuse to purchase the property.
- 18. LEAD PAINT DISCLOSURE. "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."
- 19. SPECIAL CLAUSES: Buyer agrees to pay all cost for closing, and Title Insurance.

20. COMMISSION TO BROKER: The Seller hereby recognizes NA as the Broker in this transaction, and agrees to pay as commission 0% of the gross sales price, the sum of NA Dollars (\$0.00) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

Buyer Date

REAL ESTATE SOLUTIONS, LLC

My Seller As Date

Member