

Land Installment Contract

This Agreement made and entered into by and between RICHARD & JOAN HANDTKE hereinafter called the Vendor and KYLE AGUON hereinafter called the Vendee.

Witnesseth: The Vendor, for himself, his heirs and assigns, does hereby agree to sell to the Vendee, their heirs and assigns, the following described real estate 97 REDAR DR, SCHERERVILLE, INDIANA 46375

SEE ATTACHED ADDENDUM together with all appurtenances, rights, privileges and easements and all buildings and fixtures in their present condition located upon said property.

1. CONTRACT PRICE, METHOD OF PAYMENT; INTEREST RATE: In consideration whereof, the Vendees agree to purchase the above described property for the sum of ONE HUNDRED EIGHTEEN THOUSAND (\$18,000) Dollars, payable as follows: The sum of \$ 0 as down payment at the time of execution of the within Land Installment Contract, the receipt of which is hereby acknowledged, leaving principle balance owed by Vendee of \$ 118,000 together with interest on the unpaid balance payable in consecutive monthly installments of \$ 491.67 beginning on the 15TH day of MAY 2014, and on the 15TH day of each and every month thereafter until said balance and interest is paid in full, or until the 15TH day of MAY 2019 whichever event occurs first. The interest on the unpaid balance due hereon shall be FIVE (5%) percent per annum computed monthly, in accordance with a 12 month amortization schedule during the life of this Contract.

Payments shall be credited first to the interest, and the remainder to the principle or other sums due Vendor. The total amount of the obligation of both principle and interest, unpaid after making any such application of payments as herein receipted shall be the interest bearing principle amount of this obligation for the next succeeding interest computation period. If any payment is not received within TEN (10) days of payment date, there shall be a late charge of \$25.00 (5%) percent assessed. The Vendees may pay the entire purchase price on this contract without prepayment penalty. The monthly installments shall be payable as directed by the Vendor herein.

2. ENCUMBRANCES: Said real estate is presently subject to a mortgage and the Vendor shall not place any mortgage on the premises in excess of the then existing Land Installment Contract balance without first obtaining the written permission of the Vendees. In the event the Vendor should become delinquent in payments on the mortgage, the Vendees may pay the same and credit said payment to the contract price.

3. EVIDENCE OF TITLE: It not being the custom in this area, the Vendor shall not be required to provide an abstract or guarantee of title, statement of title, title insurance, or such other evidence of title, but said responsibility shall rest entirely with the Vendees.

4. RECORDING OF CONTRACT: The Vendor shall only cause a copy of this contract to be recorded in the LAKE County Recorder's Office within a period of twenty (20) days after the execution of this Contract by the parties hereto if the laws of the state of INDIANA require recordation.

5. REAL ESTATE TAXES: Real estate taxes shall be prorated to the date of the closing. When the real estate taxes become due and payable, Vendees shall pay same directly to the County Treasurer and provide proof of payment to the Vendor or attorney's election. Vendee may be required to pay 1/12th the annual amount for taxes to Vendor and allow Vendor to pay taxes when due.

6. INSURANCE AND MAINTENANCE: The Vendees shall keep the premises insured for at least REPLACEMENT COST Dollars against fire and extended coverage for the benefit of both parties, as their interest may appear, and provide a copy of the said policy to the Vendor or any mortgagee. Vendor may elect to collect 1/12th of the annual premium each month and pay for the insurance policy annual. Vendor herein shall have the right to enter the premises at least once per year with twenty-four hours notice to Vendees of this interest to exercise his right.

Vendees shall keep the building in a good state of repair and well painted at the Vendee's expense and no major additions or alterations shall be made to the building without the Vendor's permission, which shall not be unreasonably withheld. At such time as the Vendor inspects the premises and finds that repairs are necessary Vendor shall request that these repairs be made within sixty (60) days at the Vendee's expense. The Vendees have inspected the premises constituting the subject matter of this Land installment Contract, and no representations have been made to the Vendee by the Vendor in regard to the condition of said premises; and it is agreed that the said premises are being sold to the Vendee as the same now exists and that the Vendor shall have no obligation to do or furnish anything toward the improvement of said premises.

7. POSSESSION: The Vendee shall be given possession of the above described premises at Contract execution and shall thereafter have and hold the same subject to the provisions for default hereinafter set forth.

8. ASSIGNMENT: The Vendees shall not sell, assign, or pledge their interest in this Land Installment Contract without the Vendor's written consent.

9. DELIVERY OF DEED: Upon full payment of this contract, Vendor shall issue a General Warranty deed to the Vendees, free of all encumbrances except as otherwise set forth.

10. DEFAULT BY VENDEES: If any installment payment to be made by the Vendee under the terms of this Land installment Contract is not paid by the Vendee when due or within one (1) installment thereafter, the entire unpaid balance shall become due and collectable at the election of the Vendor and the Vendor shall be entitled to all the remedies provided for by the laws of this state and/or to do any other remedies and relief now or hereafter provided for by law to such Vendor; and in the event of the breach of this contract in any other respect by the Vendee, Vendor shall be entitled to all relief now or hereinafter provided for by the laws of this state.

Waiver by the Vendor of a default or a number of defaults in the performance hereof by the Vendee shall not be construed as a waiver of any default, no matter how similar.

11. GENERAL PROVISIONS: There are no known pending orders issued by any governmental authority with respect to this property other than those spelled out in the Land Installment Contract prior to closing date for execution of the contract.

It is agreed that this Land Installment Contract shall be binding upon each of the parties, their administrators, executors, legal representatives, heirs and assigns. SEE ATTACHED ADDENDUM WHICH WILL BECOME A PART OF THIS CONTRACT

Witness: Vendor: Richard Handtke RICHARD HANDTKE
Witness: Vendor: Joan Handtke JOAN HANDTKE
Vendee: Kyle Aguon KYLE AGUON
Vendee:

IN WITNESS WHEREOF, the parties have set their hands this 1 day of MAY, 2014. STATE OF Indiana COUNTY OF LAKE On this 1 day of MAY 2014, before me a Notary Public in and for said county and state, personally came Richard & Joan Handtke Vendor and Kyle Levi Agnon Vendee in the foregoing Land Installment Contract, and acknowledged before me the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned. NOTARY PUBLIC Sarah Irizarry My commission expires: 11/14/2019

FILED MAY 09 2014 PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR Land Installment Contract[1] 01791 SARAH IRIZARRY Notary Public- Seal State of Indiana My Commission Expires Nov 14, 2019 14 AB CS ink

ADDENDUM TO LAND INSTALLMENT CONTRACT / 97 Redar Drive, Schererville, IN 46372

Legal Description:

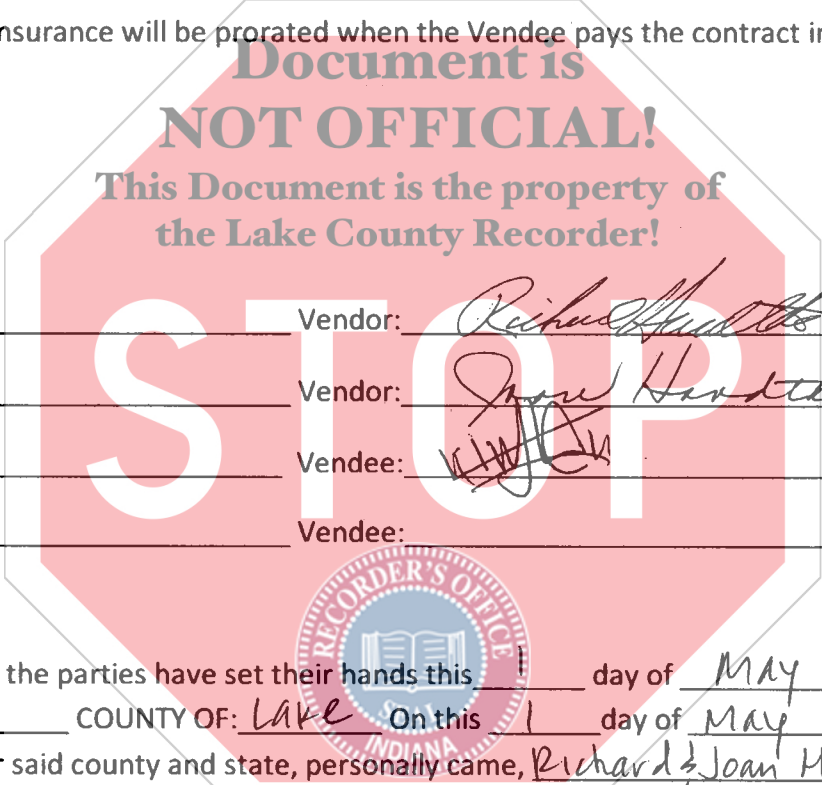
Lot 16, except the West 30 feet thereof, and all of Lot 15 in Block 20, in the Town of Schererville, as per plat thereof, recorded in Miscellaneous Record "A", page 512, in the office of the Recorder of Lake County, Indiana.

Parcel # 45-11-15-105-006.000-036 and Parcel # 45-11-15-105-005.000-036

Real Estate Taxes and Insurance will be paid monthly and held by the Vendor who will make the payments as required.

Full balance due with the 60th payment. Vendee to procure a mortgage if necessary prior to the date of the 60th payment.

Real Estate Taxes and Insurance will be prorated when the Vendee pays the contract in full.



Witness: _____ Vendor: Richard Handtke RICHARD HANDTKE
 Witness: _____ Vendor: Joan Handtke JOAN HANDTKE
 Witness: _____ Vendee: Kyle Agnon KYLE AGNON
 Witness: _____ Vendee: _____

IN WITNESS WHEREOF, the parties have set their hands this 1 day of May, 2014.
 STATE OF: Indiana COUNTY OF: Lake On this 1 day of May, 2014, before me a
 Notary Public in and for said county and state, personally came, Richard & Joan Handtke Vendors
 and Kyle Levi Agnon Vendee in the foregoing Land Installment Contract, and
 acknowledged before me the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

NOTARY PUBLIC Sarah Irizarry My commission expires: 11/14/2019

