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2014 AUG 12 AM 11:34

MICHAEL B. BROWN
RECORDER

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

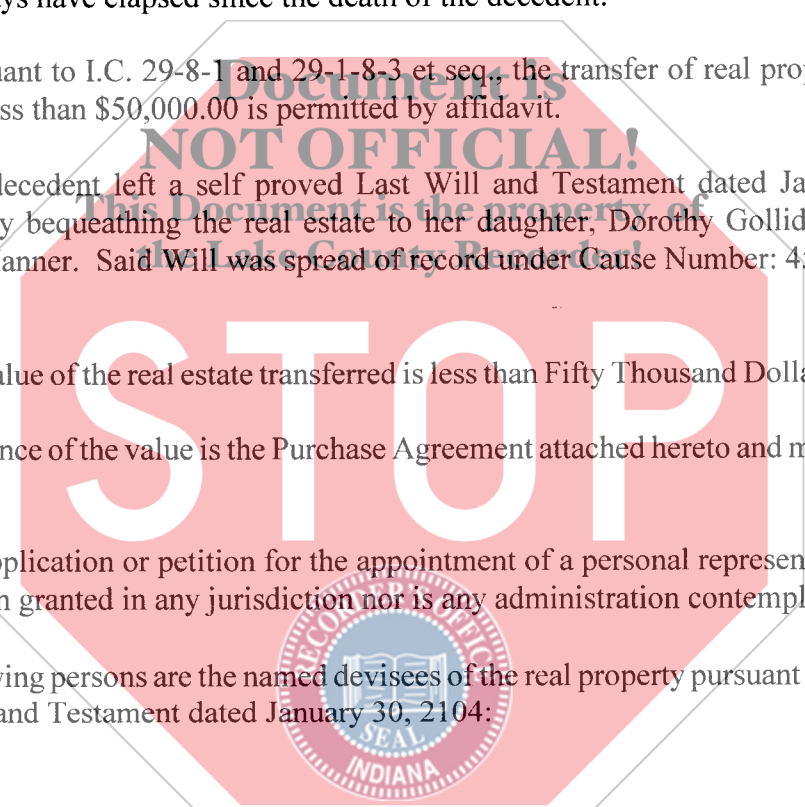
In Re the Estate of:
Daisy Chamberlain, DECEASED

AFFIDAVIT FOR TRANSFER OF REAL PROPERTY

Comes now the undersigned petitioner, Dorothy Hanner, the Daughter of Daisy Chamberlain and respectfully represents to the Court as follows:

1. That the above-named decedent died testate on the 16th day of February, 2014, while domiciled in Lake County, Indiana. That a copy of the Last Will and Testament is attached hereto and made a part hereof.
2. That 45 days have elapsed since the death of the decedent.
3. That pursuant to I.C. 29-8-1 and 29-1-8-3 et seq., the transfer of real property, with a net value of less than \$50,000.00 is permitted by affidavit.
4. That the decedent left a self proved Last Will and Testament dated January 30, 2014, specifically bequeathing the real estate to her daughter, Dorothy Golliday Hanner a/k/a Dorothy Hanner. Said Will was spread of record under Cause Number: 45D02-1408-EM-00032.
5. That the value of the real estate transferred is less than Fifty Thousand Dollars (\$50,000.00).
6. That evidence of the value is the Purchase Agreement attached hereto and made a part of this Affidavit.
7. That no application or petition for the appointment of a personal representative is pending or has been granted in any jurisdiction nor is any administration contemplated.
8. The following persons are the named devisees of the real property pursuant to the decedent's Last Will and Testament dated January 30, 2104:

Dorothy Hanner, 758 South St., Grenada, MS 38901



FILED

AUG 12 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

25582

Handwritten notes and signatures:

- Handwritten initials "LB." and "DN" with a checkmark.
- Handwritten number "12545".
- Handwritten initials "JCS" at the bottom right.

9. That the value of the decedent's gross probate estate, less liens and encumbrances, does not exceed the sum of the allowance provided by I.C. 29-1-4-1, the costs and expenses of administration and reasonable funeral expenses.
10. The sole asset held by the decedent at the time of her death:

Real Property:

Lot Numbered 17 in Block 3 in Second Addition to Pulaski Village, in the City of Gary, as per plat thereof recorded in Plat Book 27, page 91 in the Office of the Recorder of Lake County, Indiana.

Common Address: 1985 Louisiana Street, Gary, IN 46407

Value pursuant to the attached Purchase Agreement: \$19,000.00

TOTAL ESTATE ASSETS: \$19,000.00

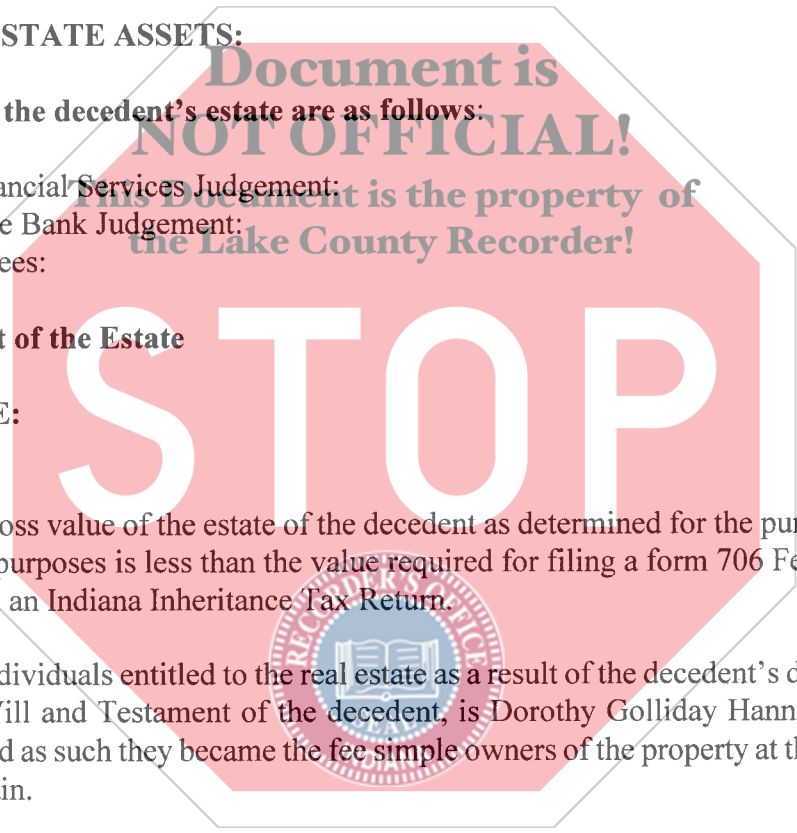
That the debts of the decedent's estate are as follows:

Arrow Financial Services Judgement:	\$5,925.79
Capital One Bank Judgement:	\$1,774.95
Attorney Fees:	<u>\$800.00</u>

Total Debt of the Estate \$8,500.74

TOTAL ESTATE: \$8,500.74

11. That the gross value of the estate of the decedent as determined for the purposes of Federal Estate tax purposes is less than the value required for filing a form 706 Federal Estate Tax Return and an Indiana Inheritance Tax Return.
12. That the individuals entitled to the real estate as a result of the decedent's death, pursuant to the Last Will and Testament of the decedent, is Dorothy Golliday Hanner a/k/a Dorothy Hanner, and as such they became the fee simple owners of the property at the death of Daisy Chamberlain.



13. That this affidavit will hold the Assessor of Lake County harmless for its reliance on this affidavit.

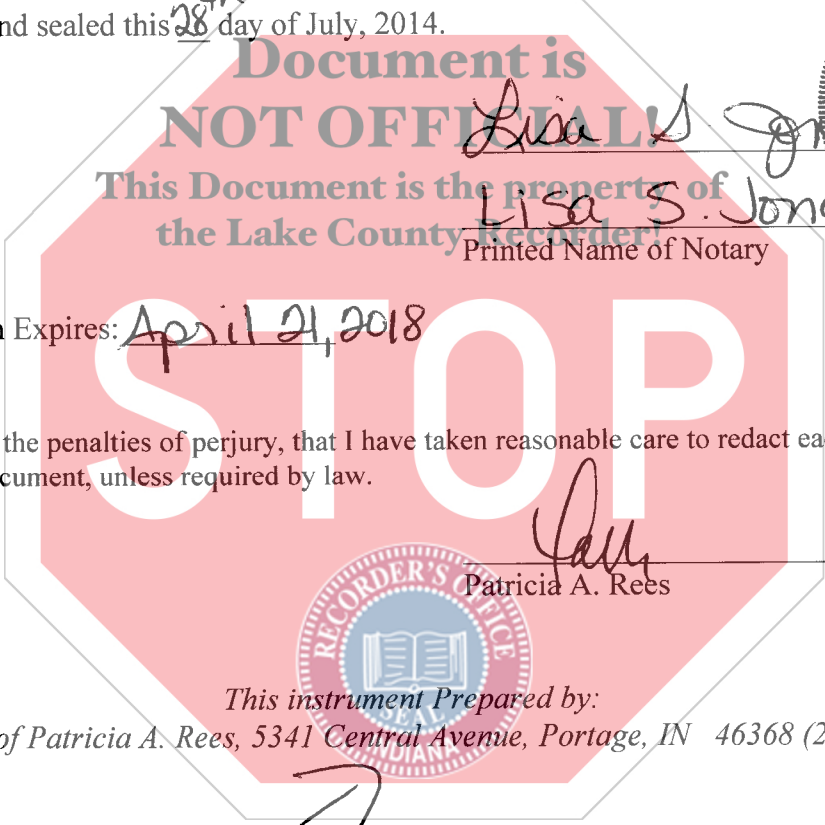
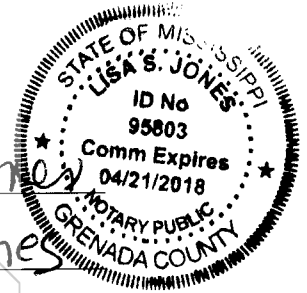
Dated this 28th day of July, 2014.

Dorothy Hanner
Dorothy Hanner

STATE OF MISSISSIPPI)
) SS:
COUNTY OF Grenada)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Dorothy Hanner, and being duly sworn by me upon her oath, says that the facts alleged in the foregoing instrument are true.

Signed and sealed this 28th day of July, 2014.

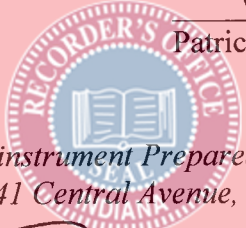


Lisa S. Jones
Printed Name of Notary

My Commission Expires: April 21, 2018

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Patricia A. Rees
Patricia A. Rees



This instrument Prepared by:
Law Offices of Patricia A. Rees, 5341 Central Avenue, Portage, IN 46368 (219) 947-1692

Patricia A. Rees

FILING DATE

CERTIFICATE OF DEATH STATE OF MISSISSIPPI

STATE FILE NUMBER 123-

Form with fields for decedent's name (Daisy Ree Chamberlain), sex (Female), date of death (February 16, 2014), race (Black or African American), age (80), date of birth (July 14, 1933), place of death (Grenada, MS), education (8th grade or less), marital status (Widowed), occupation (Interior Decorator), residence (808 Fairwood Dr., Grenada, MS), and certifying physician (Eddie Robinson, III).

AUG 03 2014

**LAST WILL AND TESTAMENT
OF
DAISY CHAMBERLAIN**

Michael Hanner
CLERK LAKE SUPERIOR COURT

I, Daisy Chamberlain, a resident of Grenada, Mississippi declare this to be my Last Will and revoke all former Wills and Codicils.

**ARTICLE I
Identification of Family**

At the present time I am unmarried. In making this Will I have in mind my children, Jimmy Golliday Jr., born 1950, Dorothy Golliday Hanner, born 1954, Gloria Bowens, born 1955, George Ray Chamberlain, born 1958, Patricia Anderson, born 1956, Katherine Chamberlain, born 1957, Shelia Denice Chamberlain (deceased), born 1965, Daryl Dewayne Chamberlain (deceased), born 1964, and Andrea Wiggins, born 1990, together with any children hereafter born to or adopted by me. Any reference to a "child of mine" or "my children" shall include the persons named or referred to in this Article.

A. Disinheritance Provision. I, intentionally and with full knowledge of the consequences, disinherit and omit any provision in my Will for the following children: my son, Jimmy Golliday Jr., my daughter, Gloria Bowens, my son, George Ray Chamberlain, my daughter, Patricia Anderson, my daughter, Katherine Chamberlain, my daughter, Shelia Denice Chamberlain, and my son, Daryl Dewayne Chamberlain. Further, I intend that this disinheritance specifically defeat the application of any statutory heirship interest or any reference to child, children, descendants, heirs, or issue, in this Will, with respect to these children.

**ARTICLE II
Disposition of Remains**

I direct that my remains be buried near my mother's grave in Grenada, Ms. Yes my burial is set up with Clark Funeral Home in Grenad, Ms. I want to have a joyful homecoming celebration with up lifting songs and prasies not too long. I authorize my Executor to carry out these directions and wishes, particularly those for the disposition of my remains.

**ARTICLE III
Appointment of Fiduciaries**

A. Appointment of Personal Representative. I appoint my daughter, Dorothy Golliday Hanner, as Executor of my estate. If Dorothy Golliday Hanner is or becomes unable or unwilling to serve, I appoint my son-in-law, Lucious Slater and my

son, Jimmy Golliday as co-alternate Executors of my estate, but if either is or becomes unable or unwilling to serve, the other may serve as sole Executor.

B. Bond; Court Supervision. My Executor shall have the right to serve without bond and to administer and settle my estate without the intervention or supervision of any court, except to the extent required by law. Nothing herein shall prevent my Executor from seeking the assistance of the court in any situation where my Executor deems it appropriate.

ARTICLE IV **Specific Gifts**

A. Gifts of Specified Items of Property. I give all my interest in certain items of tangible personal property to the beneficiaries designated in this section as follows:

1. Specific Gift One. I give total shares of my house to my daughter, Dorothy Golliday Hanner to my daughter, Dorothy Golliday Hanner if she survives me. If Dorothy Golliday Hanner does not survive me, I give this gift to my son, Jimmy Golliday.

B. Insurance. I give to each recipient of an item of tangible personal property my interest in any insurance covering the item. My purpose in making this gift is to give each recipient the benefit of insurance coverage for which I have already paid. It is not my intention to give any recipient the proceeds of an insurance claim that exists but is unpaid at my death.

ARTICLE V **Disposition of Residue**

A. Provision for Descendants. I give all of the rest and residue of my estate, wherever located (hereafter referred to in this Article as "residue"), to my daughter, Dorothy Golliday. Hanner if she survives me.

1. Provision for Others. If I am not survived by any of my descendants, I give the entire residue to my heirs.

ARTICLE VI **Alternative Methods of Distribution**

A. Purpose of Article. Recognizing that under certain circumstances the terms of this Will may direct that property be distributed outright to a person who is

under age twenty-one (21) or under a legal disability; I make the following provisions to facilitate the distribution of property to such persons.

B. Alternative Methods. Whenever the terms of this Will direct my personal representative (referred to in this Article as the "fiduciary") to distribute property outright to a person who is then under age twenty-one (21) or under a legal disability, the fiduciary may retain pursuant to Paragraph C. of this Article or distribute all or any portion of that property in any one or more of the following ways:

1. Delivery directly to the beneficiary;
2. Delivery to the parent or stepparent of the beneficiary;
3. Delivery to the guardian of the beneficiary's person or property;
4. Delivery to any Custodian for the beneficiary under the Uniform Gifts to Minors Act;
5. Delivery to any then existing trust created for the beneficiary;
6. Deposit in a financial institution in an account established in the name of the beneficiary alone pursuant to the laws of the State of Mississippi;
7. Storage of any tangible personal property in safekeeping with the costs of storage to be borne by the beneficiary; or
8. Sale of any tangible personal property and delivery of the proceeds in any manner permitted by this Article.

Provided the fiduciary acts in good faith, upon delivery of any property in accordance with the provisions of this Article, the fiduciary shall be discharged from all responsibilities in connection with the property.

C. Discretionary Trust. Any property not distributed as provided in Paragraph B. of this Article shall be retained by the fiduciary in trust for the beneficiary on the following terms and conditions: During any period in which the beneficiary is under a legal disability or under twenty-one (21) years of age, the fiduciary shall pay to or apply for the benefit of the beneficiary so much of the income and principal of the trust as the fiduciary, in its sole and absolute discretion, determines is advisable for the beneficiary's health, support, education and general welfare. At such time as the beneficiary is neither under a legal disability nor under age twenty-one (21), the fiduciary shall distribute any remaining trust assets to the beneficiary. If the beneficiary dies before all of the trust assets have been distributed, the fiduciary shall distribute any remaining trust assets to the beneficiary's estate.

ARTICLE VII
Administrative Provisions

A. Powers and Duties of Personal Representative. My personal representative shall have all of the powers and duties granted to or imposed upon personal representatives serving with non-intervention powers pursuant to the laws of the State of Mississippi.

B. Debts and Expenses. All expenses of administration chargeable to principal, the expenses of the disposition of my remains, and all my legitimate debts, if and when paid, shall be paid from the principal of my residuary estate. No debt need be paid prior to its maturity in due course and except as otherwise provided in this Will no interest in any property passing under this Will need be exonerated.

C. Taxes. All estate, inheritance or other similar death taxes, together with any interest or penalties thereon, arising by reason of my death with respect to any property includable in my taxable estate, and any adjusted taxable gifts, whether passing under or outside of this Will, shall be paid from the principal of my residuary estate without reimbursement from the recipients or beneficiaries of such property, provided, however, that in the event any proceeds of insurance upon my life or any property over which I held a power of appointment are included in my estate for purposes of determining the federal estate tax liability of my estate, then the residue of my estate shall be entitled to receive from the recipients of any such proceeds or property the portion of such federal estate tax liability attributable to such proceeds or property determined in accordance with IRC §§ 2206 and 2207.

ARTICLE VIII
Miscellaneous

A. Number and Gender. Unless the context indicates a contrary intent, the plural and singular forms of words shall each include the other, and every noun and pronoun shall have a meaning that includes the masculine, feminine and neuter genders.

B. Survival. To "survive" me, as that term is used in this Will, a person must continue to live for thirty (30) days after my death.

C. Descendants. The "descendants" of an individual include only the following:

1. All such individual's biological descendants, except any person not born in lawful wedlock and his descendants, unless the biological parent who would otherwise cause him or her to be a descendant has acknowledged paternity or maternity in legitimation proceedings, or in an unambiguous signed writing identifying such

person by name, or by raising such person in the same household;
and

2. Persons adopted by such individual or one of his or her descendants, and their descendants.

If the parent, who would cause a person to be a descendant as defined above, is replaced in an adoption proceeding, such person shall remain a descendant unless such parent voluntarily consents to the relinquishment of his or her status as parent in connection with such adoption proceedings.

D. Heirs. The term "heirs" shall mean those persons entitled to inherit under the then-applicable laws of the State of Mississippi governing the descent of an intestate's separate estate. They shall inherit in their statutory proportions.

E. Exclusion of Pretermitted Heirs. Other than as set forth in this Will, I make no provision for any child of mine or descendant of a deceased child of mine. I specifically make no provision for any person (whether now living or hereafter born), other than a child named or referred to in Article I or a descendant of mine as defined in this Will, who may be entitled to claim an interest in my estate under the laws of the State of Mississippi.

F. Legal Disability. A person is under a legal disability if my personal representative determines, in good faith, that the person is incapable of managing her property or of caring for herself, or both, or is in need of protection or assistance by reason of physical injury or illness, mental illness, developmental disability, senility, alcoholism, excessive use of drugs, or other physical or mental incapacity.

G. Title to Real Property. Upon my death, title to any real property passing under this Will shall vest in my personal representative in his fiduciary capacity and shall remain so vested until my personal representative distributes or sells that property, at which time title shall vest in the distributee or purchaser.

H. Disclaimer. Except as may be otherwise specifically provided in this Will, in the event that any beneficiary disclaims an interest arising out of this Will or any trust created herein it is my intention that the interest disclaimed shall be distributed in the same manner and at the same time as if the disclaiming beneficiary had died immediately preceding the event pursuant to the laws of the State of Mississippi.

I. Governing Law. The provisions of this Will shall be interpreted in accordance with and in light of the laws of the State of Mississippi.

J. Corporate Successors. Whenever a corporation or other business entity is referred to herein, the reference shall include any successor organization.

SELF-PROVING AFFIDAVIT

STATE OF MISSISSIPPI }
COUNTY OF Grenada } ss.

We, Daisy Chamberlain and Louia Lue Cooper and Debra Tillman, the Testator and the witnesses, whose names are signed to the attached or foregoing instrument in those capacities, personally appearing before the undersigned authority and being first duly sworn, declare to the undersigned authority under penalty of perjury that: 1) the Testator declared, signed and executed the instrument as her last will; 2) she signed it willingly or directed another to sign for her; 3) she executed it as her free and voluntary act for the purposes therein expressed; and 4) each of the witnesses, at the request of the Testator, in her hearing and presence, and in the presence of each other, signed the will as witness and that to the best of her knowledge the Testator was at that time of full legal age, of sound mind and under no constraint or undue influence.

Daisy Chamberlain
Daisy Chamberlain

Louia Lue Cooper
[Witness Signature]

Debra Tillman
[Witness Signature]

Louia Lue Cooper
[Print Name]

Debra Tillman
[Print Name]

Residing at 413 Boone Street
Grenada, MS 38901

Residing at 139 Bailey St.
Oxford, MS 38922

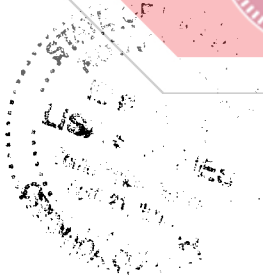
Section for Notary Public:

Subscribed, sworn and acknowledged before me by the said Daisy Chamberlain, Testator, and by the said Louia Lue Cooper; and Debra Tillman, witnesses, this 30th day of January, 2014.



Lisa S. Jones
[Signature of Notary]

Lisa S. Jones
[Print or stamp name of Notary]



Listing Broker (Co.) MCCOLLY REAL ESTATE (270) By KEITH CUNNINGHAM (11135)
office code individual code
Selling Broker (Co.) MCCOLLY REAL ESTATE (270) By KEITH CUNNINGHAM (11135)
office code individual code



**PURCHASE AGREEMENT
(IMPROVED PROPERTY)**

1 Date: May 20, 2014

2
3 A. **BUYER:** LULA HARRIS ("Buyer")
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following
5 terms, provisions, and conditions:
6

7 B. **PROPERTY:** The property ("Property") is known as 1985 LOUISIANA STREET
8 in CALUMET Township, LAKE County, GARY
9 Indiana, (zip code) legally described as: SECOND ADD. TO PULASKI VILAGE ALL L.
10 17 BL. 3
11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,
12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment
13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,
14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles
15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,
16 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE
17 FOLLOWING: PER THE MLS: GAS RANGE-PORATABLE, RANGE HOOD REFRIGERATOR WASHER AND
18 DRYER
19

20
21
22 EXCLUDES THE FOLLOWING:
23

24 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully
25 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room
26 dimensions or community amenities if material.
27

28 C. **PRICE:** Buyer will pay the total purchase price of (\$ 19,000.00) Nineteen Thousand
29 Dollars for the Property. If Buyer obtains an
30 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
31 upon purchase price.
32

33 D. **EARNEST MONEY:** Buyer submits \$ 1,200.00 as earnest money which shall be applied to the
34 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)
35 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this
36 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.
37 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer
38 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for
39 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The
40 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer
41 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876
42 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding
43 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this
44 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer
45 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
46 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to
47 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of
48 earnest money in accordance with this Agreement and licensing regulations.
49

50 E. **METHOD OF PAYMENT:** (Check appropriate paragraph number)
51 1. **CASH:** The entire purchase price shall be paid in cash and no financing is required.
52 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
53 Conventional Insured Conventional FHA VA Other: _____ first
54 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an
55 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
56 shall pay all costs of obtaining financing, except _____
57 _____
58 _____
59 _____

1985 LOUISIANA STREET, GARY,
(Property Address)

60 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
61 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
62 regulations and shall supersede any provisions of this Agreement.
63

- 64 3. ASSUMPTION: (Attach Financing Addendum)
- 65 4. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
- 66 5. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)

67
68 F. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary
69 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within ---
70 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to
71 obtain financing in cooperation with the Broker and Seller. No more than ----- days after acceptance of the
72 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a
73 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an
74 extension of time for this purpose is mutually agreed to in writing.
75

76 G. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before June 20, 2014, or
77 within 3 days after CLEAR TO CLOSE, whichever is later or this Agreement
78 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
79 date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in
80 conducting the settlement charged by the closing agent or company shall be paid by Buyer (included in
81 allowance, if provided) Seller Shared equally.
82

83 This Agreement: is not contingent upon the closing of another transaction; is contingent upon the closing of
84 the pending transaction on the property located at -----
85 ----- scheduled to close by -----
86

87 Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the
88 closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with
89 I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally
90 to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as
91 so defined by statute.
92

93 H. **POSSESSION:**

94 1. The possession of the Property shall be delivered to Buyer at closing within ----- days beginning
95 the day after closing by a.m. p.m. noon or on or before June 20, 2014
96 if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing
97 \$----- per day. If Seller does not deliver possession by the date and time required in the first
98 sentence of this paragraph, Seller shall pay Buyer \$----- per day as liquidated damages
99 until possession is delivered to Buyer, and Buyer shall have all other legal and equitable remedies available
100 against the Seller.

101 2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is
102 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to
103 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and
104 personal property not included in the sale.

105 3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
106 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
107 Buyer, at Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money to
108 buyer or (b) elect to close the transaction, in which event Seller's right to all real property insurance
109 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
110 4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the
111 day of possession.
112

113 I. **SURVEY:** Buyer shall receive a (Check one) SURVEYOR LOCATION REPORT, which is a survey where
114 corner markers are not set; BOUNDARY SURVEY, which is a survey where corner markers of the Property are
115 set prior to closing; WAIVED, no survey unless required by lender; at (Check one) Buyer's expense
116 (included in allowance, if provided) Seller's expense Shared equally. The survey shall (1) be received
117 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all
118 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to
119 conduct a survey, the Seller, the Listing and Selling Brokers, and all salespersons associated with Brokers are
120 released from any and all liability relating to any issues that could have been discovered by a survey. This release
121 shall survive the closing.
122

123 J. **FLOOD AREA/OTHER:** Buyer may may not terminate this Agreement if the Property requires flood
124 insurance. Buyer may may not terminate this Agreement if the Property is subject to building or use
125 limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.

1985 LOUISIANA STREET, GARY,
(Property Address)

126 K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain
127 a favorable written commitment for homeowner's insurance within N/A days after acceptance of this Agreement.

128
129 L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
130 Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training,
131 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and
132 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.
133 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not
134 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young
135 children and/or the elderly.

136
137 Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property
138 and its environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the
139 Property at harmful levels is through inspections.

140
141 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental
142 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any
143 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection
144 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.
145 This release shall survive the closing.

146
147 M. **INSPECTIONS: (Check appropriate paragraph number)**

148
149 Buyer has been made aware that independent inspections disclosing the condition of the property are available
150 and has been afforded the opportunity to require such inspections as a condition of this Agreement.

151
152 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

153 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own
154 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with
155 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release
156 shall survive the closing. Required FHAVA or lender inspections are not included in this waiver.

157
158
159 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (Including Lead-Based Paint)**

160 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,
161 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by
162 licensed independent inspectors or qualified independent contractors selected by Buyer within the following
163 time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's
164 inspections. Seller must make all areas of the Property available and accessible for Buyer's
165 inspection.

166
167 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections after acceptance
168 of the Purchase Agreement. Buyer shall have 14 days beginning the day following the date of
169 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see
170 "Buyer's Inspection Response").

171
172 Inspections may include but are not limited to the condition of the following systems and components:
173 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
174 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint
175 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or
176 the following:
177 -----
178 -----

179 If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological
180 contaminants, or any other condition that requires further examination or testing, then Buyer shall have
181 ----- additional days to order, receive and respond in writing to any additional reports.

182
183 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any
184 problem revealed in a report within the applicable Inspection/Response Period, the Property shall be
185 deemed to be acceptable. If one party fails to respond or request in writing an extension of time to
186 respond to the other party's Independent Inspection Response, then that inspection response is
187 accepted. A timely request for extension is not an acceptance of the inspection response, whether or not
188 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS
189 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are
190 not limited to, availability of responding party to respond, type and expense of repairs requested and need of
191 responding party to obtain additional opinions to formulate a response.

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192 If Buyer reasonably believes that the Inspection Report reveals a DEFECT with the Property (under Indiana
193 law, "Defect" means a condition that would have a significant adverse effect on the value of the
194 Property, that would significantly impair the health or safety of future occupants of the Property, or
195 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected
196 normal life of the premises), and Seller is unable or unwilling to remedy the defect to Buyer's reasonable
197 satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
198 Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT
199 ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND
200 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF
201 THIS AGREEMENT.
202

203 N. LIMITED HOME WARRANTY PROGRAM:

204 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
205 which will will not be provided at a cost not to exceed \$ 435.00 charged to Buyer Seller
206 and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM
207 may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection.
208 Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty
209 Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and
210 their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
211 Provider.
212

213 O. DISCLOSURES: (Check one)

- 214 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
215 SALES DISCLOSURE.
- 216 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
217 AND ACKNOWLEDGMENT.
218

219 P. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with a title insurance commitment for the most
220 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase
221 price or an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller
222 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage
223 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use
224 of the Property. A title company, at Buyer's request, can provide information about availability of various additional
225 title insurance coverages and endorsements and the associated costs.
226

227 Owner's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy
228 (including title search and examination and commitment preparation), to be paid by Buyer (included in
229 allowance, if provided) Seller Shared equally.
230

231 Lender's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Lender's Policy
232 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included
233 in allowance, if provided) Seller Shared equally Other
234

235 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and
236 will order the commitment immediately or other:
237

238 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of
239 this Agreement.
240

241 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the
242 deed and vendor's affidavit), so that marketable title can be conveyed.
243

244 Q. TAXES: (Check appropriate paragraph number)

- 245 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
246 _____, and all taxes due thereafter. At or before closing, Seller shall pay all
247 taxes for the Property payable before that date.
- 248 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to
249 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the
250 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the
251 Closing Date.
252

253 For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid
254 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified
255 tax rates. This shall be a final settlement.
256

- 257 3. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of
258 \$ _____ to Buyer at closing. This shall be a final settlement.

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259 WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING
260 REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.

261
262 Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.

263
264 Buyer may apply for current-year exemptions/credits at or after closing.

265
266 R. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or
267 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not
268 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall
269 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the
270 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in
271 assessments and that no governmental or private agency has served notice requiring repairs, alterations or
272 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date
273 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special
274 assessments for municipal improvements completed after the date of this Agreement.

275
276 S. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
277 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
278 writing to a different date and/or time.

279
280 Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and
281 delivery of such offer/counter offer.

282
283 T. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"): Documents for a mandatory
284 membership association shall be delivered by the Seller to Buyer within N/A days after acceptance of this
285 Agreement. If the Buyer does not make a written response to the documents within N/A days after receipt, the
286 documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents
287 and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money
288 deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by
289 the Seller, in writing, within N/A days after Buyer's approval of the documents. Fees charged by the
290 "Association", or its management company, for purposes of verification of good standing and/or transfer
291 of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be
292 paid by Buyer.

293
294 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.
295 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site
296 conditions that could affect the Property.

297
298 U. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
299 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
300 to recover court costs and reasonable attorney's fees from the non-prevailing party.

301
302 V. ADDITIONAL PROVISIONS:

- 303
304 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/
305 assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
306
307 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
308 insurance.
309
310 3. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the
311 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for
312 providing or verifying this information.
313
314 4. Conveyance of this Property shall be by general Warranty Deed, or by _____,
315 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
316
317 5. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not
318 subject to the Foreign Investment in Real Property Tax Act.
319
320 6. Any notice required or permitted to be delivered shall be deemed received when personally delivered,
321 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,
322 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.

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LULA HARRIS

- 323 7. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
- 324 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and
- 325 assigns.
- 326
- 327 8. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
- 328 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 329
- 330 9. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior
- 331 understandings or written or oral agreements between the parties' respecting the transaction and cannot be
- 332 changed except by their written consent.
- 333
- 334 10. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
- 335
- 336 11. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including
- 337 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and
- 338 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and
- 339 Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties
- 340 agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with
- 341 any service provider.
- 342
- 343 12. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give
- 344 their permission to a multiple listing service, Internet or other advertising media, if any, to publish information
- 345 regarding this transaction.
- 346
- 347 13. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
- 348 until this transaction is closed.
- 349
- 350 14. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and
- 351 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing
- 352 to the contrary.
- 353
- 354 15. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # N/A
- 355
- 356 16. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
- 357

358 **W. FURTHER CONDITIONS (List and attach any addenda):**

359 _____

360 _____

361 _____

362 _____

363 _____

364 _____

365 _____

366 _____

367 _____

368 _____

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371 _____

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373 _____

- 374 **X. CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
- 375 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the
- 376 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a
- 377 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
- 378 condition of the Property.
- 379
- 380 **Y. ACKNOWLEDGEMENTS:** Buyer and Seller acknowledge that each has received agency office policy disclosures,
- 381 has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that
- 382 they understand and accept agency relationships involved in this transaction. By signature below, the parties verify
- 383 that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
- 384
- 385 **Z. EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 2:00 A.M. P.M.
- 386 Noon, the 20th day of May, 2014, this Purchase Agreement shall be null and void and all
- 387 parties shall be relieved of any and all liability or obligations.

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388 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed
389 an original but all of which together shall constitute one and the same instrument. The parties agree that this
390 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or
391 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document
392 shall be promptly delivered, if requested.
393
394

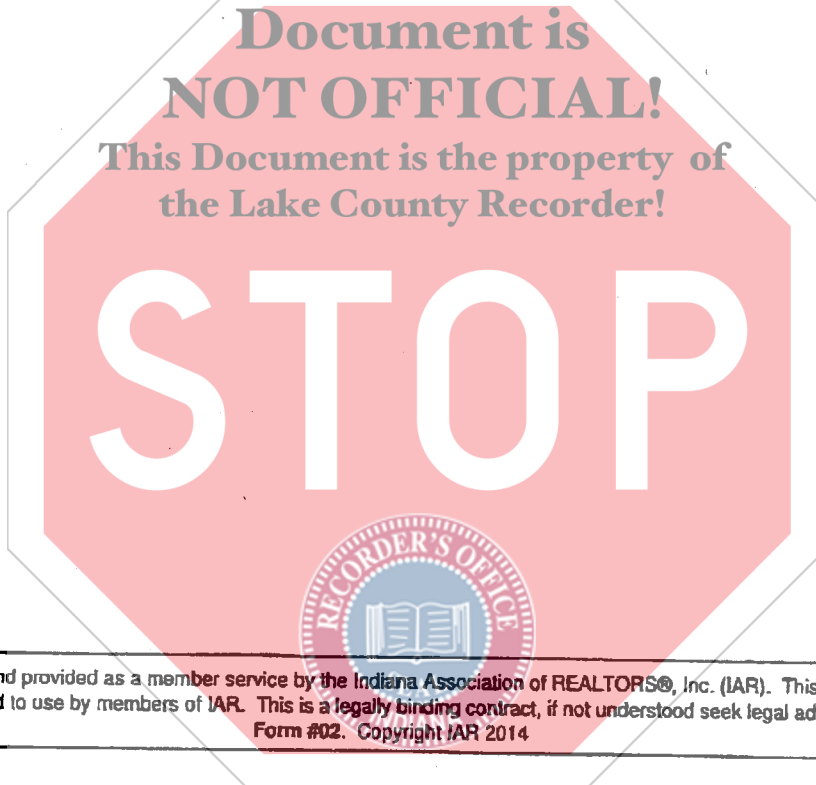
395 Lula B. Harris 05/20/2014
396 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
397
398 LULA HARRIS
399 PRINTED PRINTED
400
401

402 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

403 This 20th day of May 2014, at 3:00 A.M. P.M. Noon

- 404
405 1. The above offer is Accepted.
406
407 2. The above offer is Rejected.
408
409 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and
410 the Counter Offer.
411
412
413

414 X Dorothy G. Hanner 05/20/2014
415 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
416
417 X Dorothy G. Hanner
418 PRINTED PRINTED
419



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