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for Legal

2014 075961

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2014 DEC -2 AM 10:26  
MICHAEL B. BROWN  
RECORDER

2014 078162

**GRANT OF RIGHT OF FIRST REFUSAL**

THIS GRANT OF RIGHT OF FIRST REFUSAL (this "Agreement") is made this 25th day of November, 2014 (the "Effective Date"), by and between Yashica Milton ("Grantor"), and Habitat for Humanity of Northwest Indiana, Inc., an Indiana nonprofit corporation, or its legal successor ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner in fee simple of certain real estate in Lake County, Indiana, as more particularly described in Exhibit A, attached hereto and made a part hereof (the "Real Estate");

WHEREAS, Grantee conveyed the Real Estate to Grantor on or about the date hereof;

WHEREAS, Grantor has promised to pay Grantee the sum of seventy thousand dollars (\$70,000.00) pursuant to that certain Purchase Money Promissory Note, dated November 25, 2014 (the "First Note"), which is secured by a mortgage on the Real Estate created by that certain Mortgage, dated November 25, 2014, by Grantor, as mortgagor, in favor of Grantee, as mortgagee (the "First Mortgage");

WHEREAS, Grantor has also promised to pay Grantee the sum of thirty eight thousand dollars (\$38,000.00) pursuant to that certain Second Purchase Money Promissory Note, dated November 25, 2014 (the "Second Note", and together with the First Note, the "Notes"), which is secured by another mortgage on the Real Estate subordinate to the First Mortgage and created by that certain Second Mortgage, dated November 25, 2014, by Grantor, as mortgagor, in favor of Grantee, as mortgagee (the "Second Mortgage", and together with the First Mortgage, the "Mortgages"); and

WHEREAS, Grantor desires to grant and Grantee wishes to receive, a right of first refusal to purchase the Real Estate upon the terms and conditions hereof.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby grant and agree as follows:

14-21065M

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RM

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RM

**NORTHWEST INDIANA TITLE  
101 E. 90TH DRIVE  
SUITE C  
MERRILLVILLE, IN 46410  
219-755-0100**

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement and made a part hereof as though set forth herein verbatim.

2. Grant of Right of First Refusal. If, at any time during the term of the loan secured by the First Mortgage, Grantor receives a bona fide offer acceptable to Grantor for the purchase ("Transfer") of the Real Estate (the "Offer"), then:

- (a) Prior to accepting the Offer, Grantor shall provide written notice of the Offer to Grantee (the "Offer Notice"). The Offer Notice shall indicate (i) that Grantee has a bona fide written offer for the sale of the Real Estate, (ii) the name and address of the person offering to purchase the Real Estate, and (iii) the sales price and other terms of the sale. The Offer Notice shall also contain an offer to sell the Real Estate to Grantee upon the same terms and conditions set forth in the Offer;
- (b) Grantee shall have the right for thirty (30) days after receipt of the Offer Notice to elect to purchase the Real Estate on the terms and conditions of the Offer (the "Right of First Refusal"); and
- (c) If Grantee elects not to exercise the Right of First Refusal, Grantor may sell or convey the Real Estate to the party making the Offer at the same price and on the same terms and conditions contained in the Offer.

3. Exercise of Right of First Refusal. If Grantee elects to exercise its Right of First Refusal with respect to an Offer, then Grantee shall deliver to Grantor written notice of such election (the "Exercise Notice") within the time frame set forth in Section 2 of this Agreement. Within sixty (60) days after the delivery of the Exercise Notice, Grantor and Grantee shall execute a purchase agreement containing the same terms and conditions of the Offer (the "Purchase Agreement"). At closing, Grantee shall be entitled to a credit against the purchase price equal to the amount of the outstanding principal balance due under the Notes.

4. Termination of Right of First Refusal. The Right of First Refusal shall terminate upon Grantee's execution of a release of the First Mortgage (the "Termination Event"). The Right of First Refusal shall not apply to any offer or sale of the Real Estate after the occurrence of the Termination Event. A change in an Offer constitutes a new Offer to which the Right of First Refusal shall apply. If Grantee chooses not to exercise the Right of First Refusal and the Transfer is not consummated, Grantee shall not be deemed to have waived its Right of First Refusal, and the Right of First Refusal shall apply to any subsequent Offer.

5. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered three (3) days after deposit in the United States Mail as registered mail, return receipt requested, postage prepaid, or one (1) day after deposit with signed receipt to any national overnight courier for next business day delivery, in each case addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by at least five (5) days written notice to the other party):

If to Grantor: Yashica Milton  
1733 Adams St  
Gary, IN 46407

If to Grantee: Habitat for Humanity of Northwest Indiana, Inc.  
3777 Colfax  
Gary, IN 46408  
Attn: executive director

6. Miscellaneous.

- Document is NOT OFFICIAL!**  
This Document is the property of the County Recorder!
- (a) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and assigns.
- (b) Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and supersedes any prior understandings, agreements, or representations by or among them, written or oral, to the extent they related in any way to the subject matter hereof.
- (c) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
- (d) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (e) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto.

No waiver by any such party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

- (f) Attorney's Fees. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- (g) Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.
- (h) Recordability. Either party may record this Agreement in the Office of the Recorder of Lake County, Indiana, to provide notice to third parties of the existence of the Right of First Refusal.
- (i) Relation to Notes and Mortgages. Nothing in this Agreement will be deemed to amend the terms of the Notes or the Mortgages or to permit any transfers by Grantor that are not permitted under the Notes or the Mortgages.

[SIGNATURE PAGE FOLLOWS]





KIMBERLY KAY SCHULTZ

Printed

Notary Public

My Commission Expires:

10-29-16

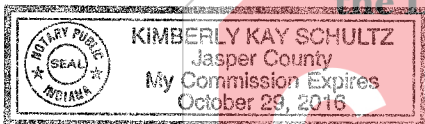
County of Residence:

JASPER

STATE OF INDIANA )  
 )  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared this 25TH day of NOVEMBER, 2014, DANIEL M. KLEIN, who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 25TH day of NOVEMBER, 2014.



Signature

KIMBERLY KAY SCHULTZ

Printed

Notary Public

My Commission Expires:

10-29-16

County of Residence:

JASPER

STATE OF INDIANA )  
 )  
COUNTY OF )

Before me, a Notary Public in and for said County and State, personally appeared this day of , 201 , the of , an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation.



# EXHIBIT A

## LEGAL DESCRIPTION

LOT 4 IN FIELD OF DREAMS ADDITION TO THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 107 PAGE 44 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

