



RECORD AND RETURN TO:  
 ORION FINANCIAL GROUP, INC.  
 M. E. WILEMAN  
 2860 EXCHANGE BLVD. SUITE 100  
 SOUTHLAKE, TX 76092



**INSTALLMENT AGREEMENT**

**RECORD THIRD**

This installment agreement is intended solely for residents of the state of Indiana who intend to occupy the Property. State and Federal law may contain additional rights and obligations of a Seller and a Buyer under a Real Estate Sales Contract other than those set forth in this Installment Agreement. As a material term of this Contract, Buyer represents that either through the advice of an attorney and other real estate experts or through a history of real estate investment for profit, Buyer is aware of those rights and obligations and Buyer has the ability to evaluate the risks of a purchase under the conditions set forth herein. Buyer further represents that Buyer was advised to consult with legal counsel before signing this Contract and has had the opportunity to do so or has knowingly elected not to do so.

This Contract of Sale ("Contract") is made on July 15, 2013, but is effective 07/19/2013 between Visio Financial Services Inc. its successors and/or assigns ("Seller"), and Janet E Jones ("Buyers").

1. PROPERTY ADDRESS: Subject to the terms and conditions of this Agreement, it is agreed that Seller will sell and the Buyer will buy the following property:

STREET ADDRESS: 2001 Union St, Lake Station, IN 46405

Parcel ID#: 45-09-09-455-001-000-021

Legal description: See Exhibit 'A' Legal Description attached hereto and made a part hereof. (together with any improvements thereon and any other property of Seller located thereon at closing, the "Property")

2. PURCHASE PRICE and Elections:

	Amount
Purchase Price	\$31,000.00
Note Balance	\$22,294

\*\* See attached fee sheet incorporated herein as Addendum B for estimated additional costs associated with financing

3. CONDITION OF SALE: Buyer acknowledges that Seller obtained the Property, or has contracted to obtain the Property, from an institution who obtained a quit claim or limited/special warranty deed to the Property via a foreclosure process, deed in lieu of foreclosure, forfeiture or similar process. This Contract is subject to the final acquisition of the Property by Seller from Seller's institutional supplier.

If Seller does not obtain the Deed (defined below) from Seller's institutional supplier within 180 days of granting Delivery of Possession to Buyer, Buyer will return any interest received in the property and Seller will refund to the Buyer upon written request the total amounts paid to Seller to date in good and verifiable funds. Refund will not be available if deed cannot be obtained as a result of Buyer's obligations under this contract. Seller will NOT reimburse Buyer for any out of pocket expenses incurred by Buyer prior to, on or after Buyer takes possession of the Property. AND BUYER WAIVES ANY AND ALL CLAIMS FOR DAMAGES OR COMPENSATION FOR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION LOST PROFITS, MADE BY BUYER TO THE PROPERTY INCLUDING ANY CLAIMS BASED UPON UNJUST ENRICHMENT. BUYER IS WARNED

Buyer(s) J.J.  
 OOINSTIND31b rev. 12/13/2012 1306006 - 2001 Union St, Lake Station, IN  
 Orion Financial Group Inc.

VFS/LANDCONTRACT/OPD

Page 1



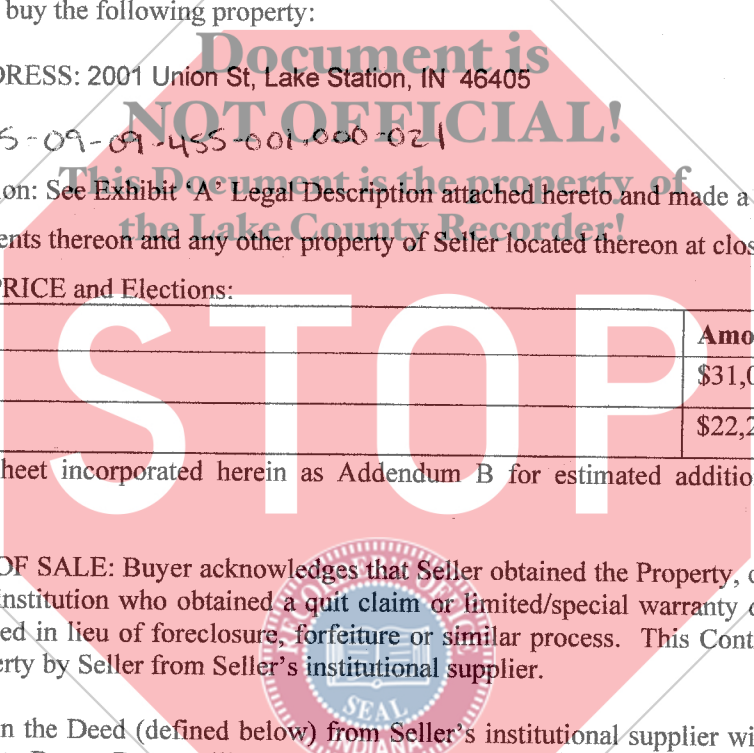
JONES, JANET

\*14056297\*

**FILED**  
**DEC 11 2014**  
**KAYLA HOLINGA-KAYONA**  
**LAKE COUNTY AUDITOR**

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 1227934  
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STATE OF INDIANA  
 LAKE COUNTY  
 RECORDER  
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**NOT TO MAKE INVESTMENTS IN THE PROPERTY PRIOR TO SELLER OBTAINING DEED TO THE PROPERTY FROM ITS INSTITUTIONAL SELLERS.**

4. **DEED, TITLE, RESTRICTIONS, EASEMENTS, LIMITATIONS:** At the closing, Seller will deliver to Buyer by deed of no greater quality or warranty than it has received from its institutional seller, either quit claim or special warranty / limited warranty deed as the case may be, all of Seller's right, title, and interest in and to the Property. In all cases and without limitation, Buyer will take title to the Property subject to the following "Exceptions as to Conveyance and Warranty": (A) zoning, restrictions, prohibitions and requirements imposed by governmental authority, (B) restrictions and matters appearing on the plat or common to the subdivision, (C) easements of record and apparent easements, (D) liens, encumbrances and all matters of record, (E) taxes and amounts owed to any governmental authority, including those specified in paragraph 9 below, and (F) court approval of foreclosure and mortgagor's rights of redemption.

BUYER ACKNOWLEDGES BY SIGNATURE BELOW, that Seller has recommended that Buyer have the title examined by a qualified title examiner or attorney of Buyer's choosing prior to Closing. Buyer hereby waives any claims related to matters of title subsequent to Closing.

Buyer's Signature



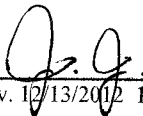
Co-Buyer Signature \_\_\_\_\_

5. **CLOSING:** Buyer will pay the down payment amount and deliver the promissory note for the remainder of the Total Purchase Price due under paragraph 2, Purchase Price, to Seller upon execution of this Agreement. Subject to the terms and conditions of this Agreement, and subject to Buyer's payment in full of the Promissory Note and all amounts due hereunder, Closing will occur on the date that Seller deposits the Deed into the US Mail for delivery to Buyer or for recording at the office of the county recorder in the county where the Property is located.

1. **DELIVERY OF POSSESSION:** After all required verifications have been completed, and the full execution of this Agreement by both parties and payment of the down payment, Buyer may take possession of Property. In the event Buyer permits the Property to be occupied by any person prior to the Property being restored to habitable condition as set forth in Paragraph 16 to the Agreement: (a) Buyer will be in Default; (b) Seller may terminate this Agreement and Buyer will be liable to Seller for damages caused by such occupation of the Property; and (c) Buyer's payments and rights to any improvements to the Property will be forfeited to Seller and Buyer hereby waives any and all claims for damages or compensation for improvements made by Buyer to the Property including any claims based on unjust enrichment. The foregoing remedies are not exclusive of any other remedy available under this Agreement or otherwise.

2. **DOCUMENTS FOR CLOSING:** Subject to full and timely payment of the Total Purchase Price, any late charges and other amounts due Seller and further provided that Buyer's right to purchase the Property has not been terminated pursuant to paragraph 12, Seller agrees to deliver to Buyer a Deed to the Property by conveying a properly executed deed to Seller's third party service for recording deeds with the county in which the Property resides. BUYER ACKNOWLEDGES THAT RECEIPT OF THE DEED BY THE COUNTY RECORDER AND THE TIMING OF RECORDING OF THE DEED BY THE COUNTY RECORDER MAY BE DELAYED FOR REASONS OUTSIDE OF THE CONTROL OF THE SELLER. Seller shall be responsible for recording the Deed and will pay any deed transfer fees or taxes required to transfer the deed, including withholding taxes levied upon foreign sellers, in an amount not to exceed 2% of the Purchase Price of this Agreement. Buyer is responsible for any transfer fees or taxes exceeding 2% of the Purchase Price and Buyer is responsible for all other costs of transfer levied by municipalities, states or other jurisdictions. Buyer shall be responsible for obtaining title insurance at Buyer's own discretion. The Deed shall quitclaim to Buyer all of Seller's right, title, and interest in and to the Property (a "Quitclaim Deed") or, may include a "Special Warranty of Title" (a "Special Warranty Deed"). A "Special Warranty of Title" means Seller's warranty to "defend title against persons claiming by, through, or under the grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty." As used herein, "Deed" shall mean a Quitclaim Deed or a Special Warranty Deed. Regardless of the form of Deed, the Property shall be

Buyer(s)



OOINSTND31b rev. 12/13/2012 1306006 - 2001 Union St, Lake Station, IN 46405 - Jones

transferred "AS IS, WHERE IS, AND WITH ALL FAULTS" without warranty of any kind. Buyer acknowledges that, but for the acceptance of the Property "AS IS", Seller would not have executed and delivered this Agreement. Buyer agrees to accept the conveyance of the Property subject to the following provision which may, at the Seller's sole discretion, be included in the Deed:

GRANTOR AND GRANTEE AGREE THAT BY THE QUITCLAIM OR CONVEYANCE OF THE PROPERTY, GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OF THE PROPERTY HEREIN DESCRIBED, OR ANY IMPROVEMENTS RELATED THERETO, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SAFETY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. GRANTEE HAS CAREFULLY INSPECTED THE PROPERTY (OR HAS BEEN AFFORDED A REASONABLE OPPORTUNITY TO DO SO) AND, BY THE ACCEPTANCE OF THIS DEED, ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS AND IN ITS PRESENT CONDITION, INCLUDING, BUT NOT LIMITED TO, ANY LATENT OR PATENT FAULTS OR DEFECTS, WHETHER ABOVE, ON, OR BELOW GROUND, AND FURTHER INCLUDING ALL RISK OR DANGER (IF ANY) RELATED TO ELECTRO-MAGNETIC OR HIGH VOLTAGE FIELDS, EXPOSURE TO RADON, AND ALL OTHER ENVIRONMENTAL CONDITIONS WHATSOEVER. IN NO EVENT SHALL GRANTOR BE LIABLE TO GRANTEE, ITS SUCCESSORS OR ASSIGNS IN TITLE, FOR ANY DAMAGES TO PROPERTY OR PERSONS, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OR ANY LOSS OF VALUE OR ECONOMIC BENEFIT WHATSOEVER, RELATED TO ANY PRESENT OR FUTURE CONDITION OF OR AFFECTING THE PROPERTY OR IMPROVEMENTS. GRANTEE ACCEPTS THIS DEED AND CONSENTS TO ITS FORM AND SUBSTANCE. GRANTEE AGREES TO ALL OBLIGATIONS IMPOSED ON GRANTEE BY THE TERMS OF THE DEED AND THE AGREEMENT FOR SALE REGARDING THE PROPERTY DESCRIBED IN THIS DEED.

8. DELIVERY OF POSSESSION DATE: The Delivery of Possession Date will be 07/19/2013. Seller's closing contact is:

**Document is NOT OFFICIAL!**  
Visio Financial Services Inc.  
(512) 334-1447  
contracts@econohomes.com  
This Document is the property of the Lake County Recorder!

9. TAXES, UTILITIES AND INSURANCE: Buyer is responsible for all past, present and future taxes, utilities, assessments, liens, fines, judgments and any other encumbrances to which the Property is subject, whether recorded or unrecorded. IT IS THE RESPONSIBILITY OF BUYER TO IDENTIFY AND PAY ALL TAXES WHEN DUE. Buyer agrees to take the Property subject to all outstanding utility obligations as a portion of consideration given for the Property. Buyer will promptly pay all utilities. Buyer will keep the Property insured by an insurance company satisfactory to Seller in an amount not less than the Total Purchase Price. Buyer will name Seller as the primary beneficiary on the insurance policy and will promptly provide Seller with a copy of documentation sufficient to prove that Seller has been named as the primary beneficiary on the insurance policy. Buyer acknowledges that failure to comply with any of the requirements of this paragraph constitutes a Default under this Agreement entitling Seller to convert Buyer to a tenant (see DEFAULT below).

10. CLOSING COSTS AND EXPENSES: All closing costs and all settlement expenses, if any, will be paid by the Buyer.

11. EARNEST MONEY/DEPOSIT: The Earnest Money/Deposit set forth above will be refundable to the Buyer for any reason upon written request by the Buyer prior to Seller granting Delivery of Possession to Buyer. Refunded deposits will be made by check and will be mailed within 15 days of Seller's receipt of proper notice. Buyer shall have an exclusive right to buy the Property from Seller only for a period of seven (7) days from delivery of the Earnest Money/Deposit. Thereafter, unless the Buyer properly executes and delivers to Seller this Agreement and delivers to the Seller the Promissory Note and all monies due as a condition precedent to granting Delivery of Possession to Buyer, Seller may sell the Property to another buyer. Seller may continue to market the Property

Buyer(s) J. J.

OOINSTIND31b rev. 7/13/2012 1306006 - 2001 Union St, Lake Station, IN 46405 - Jones

during the seven (7) day exclusivity period. Buyer agrees that failure to provide written notice as described above, BUYER FOREVER WAIVES ANY RIGHTS TO CLAIMS AGAINST SELLER WHATSOEVER RELATED TO MATTERS OF TITLE, LIENS AND ENCUMBRANCES OR CONDITION OF THE PROPERTY.

12. **DEFAULT:** Each of the following constitutes a "Default" under this Agreement: (a) Buyer shall fail to pay in full any amount when due under this Agreement or the Promissory Note and the failure continues for a period of five (5) days; (b) Buyer shall fail to comply with any term, provision or covenant of this Agreement, other than payments of amount due to Seller, and shall not cure such failure within fifteen (15) days after written notice thereof is given by Seller to Buyer; (c) Buyer shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (d) Buyer shall file a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Buyer shall be adjudged bankrupt or insolvent in proceedings filed against Buyer thereunder; or (e) a receiver or trustee shall be appointed for all or substantially all of the assets of Buyer; (f) Buyer, if a natural person, dies or becomes incapacitated or, if Buyer is not a natural person, Buyer is dissolved or ceases to exist; or (g) the Property is abandoned or any part of the Property is taken on execution or other process of law.

**If a Default occurs, Buyer's rights to the Property are terminated and Buyer agrees immediately to peacefully surrender the Property to Seller in good condition. If Buyer does not peacefully surrender the Property upon request from the Seller, Seller may enter upon and take possession of the Property without notice and remove all persons and their personal property, subject to local laws. All amounts paid by the Buyer and all improvements constructed in or upon the Property will be retained by the Seller as additional compensation for the use and occupancy of the Property by the Buyer. The provisions made for forfeiture in the Agreement are an attempt to estimate the actual damages to the Seller in the event of default by the Buyer, and both Parties hereto agree that these forfeitures are reasonable and are not a penalty.**

13. **REQUIRED CERTIFICATIONS:** If an inspection and certification of the premises is required by local ordinance, State or Federal law, or Buyer's lending institution, Buyer will pay for said inspections. Buyer further agrees to have any and all repairs required by such an inspection made. If inspections or repairs are required to be made prior to Seller being permitted to convey title, Buyer will make repairs prior to recording of title by Seller.

14. **OTHER AGREEMENTS:** This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. No amendment, modifications or supplement to this Agreement will be binding unless in writing and duly executed and delivered by each of the parties hereto to the other party. Nothing herein will be construed as constituting a partnership or joint venture between Buyer and Seller.

15. **PROPERTY CONDITION AND USE:** Buyer is solely responsible for (a) bringing the Property into a livable condition and good state of repair within a reasonable period of time not exceeding Three (3) months after signing this Agreement and (b) maintaining the Property in good state of repair during the term of this Agreement. **BUYER WILL NOT OCCUPY THE PROPERTY OR ALLOW IT TO BE OCCUPIED IN VIOLATION OF LOCAL ORDINANCE AND HABITABILITY STANDARDS.** Buyer will permit the Property to be used only for lawful, residential purposes and shall not permit any illegal acts or the occurrence of a public or private nuisance on the Property. Buyer acknowledges and agrees that Seller has not made and Seller hereby specifically disclaims any express or implied warranties, guaranties or representations, oral or written, past, present, or future, of, as to, or concerning (i) the nature, square footage, condition, value, design, any latent or patent defects, the quality of the geology, the presence or absence of environmental hazards or the suitability of the Property for any activities or uses, (ii) the manner, design, construction, condition, quality, the state of repair or lack of repair of any of the Property, (iii) the nature or extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, (iv) the compliance of the Property or its operation with any laws, rules, ordinances, or regulations of any government or other body (including those relating to health, safety or environment), (v) the income to be derived from the Property, or (vi) any other matter affecting the Property. Any information provided

Buyer(s) J. J.

OOINSTIND31b rev. 12/13/2012 1306006 - 2001 Union St, Lake Station, IN 46405 - Jones

or to be provided by Seller in respect of the Property was obtained from a variety of sources. Seller has not made an independent investigation of such information and makes no representations as to the accuracy or completeness thereof. Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, Seller makes no warranty or representation expressed or implied, or arising by operation of law, including any warranty of condition, habitability, merchantability, or fitness for a particular purpose. It is further agreed that Seller has not warranted, and does not warrant that the Property or any improvements located thereon now or in the future will meet or comply with the requirements of any law or safety code or regulation of the state, city, or county in which the Property is located, or any other authority or jurisdiction. SELLER EXPRESSLY STATES AND BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER HAS NOT PERSONALLY INSPECTED THE PROPERTY OR HAD THE PROPERTY INSPECTED BY AN INSPECTOR FOR THE PURPOSE OF ASCERTAINING THE CONDITION OF THE PROPERTY SUCH THAT ANY REPRESENTATIONS CAN BE MADE. Buyer agrees that Buyer is relying solely upon its inspection, examination, and evaluation of the Property without reliance on any information provided or that may be provided by Seller. Buyer has thoroughly inspected and examined the Property to the extent deemed necessary by the Buyer to enable it to evaluate the Property and its purchase or has had the opportunity to make such inspection and examination. Buyer hereby assumes all risk and liability (a) for any matters not discovered in its inspection and for any matters not inspected, or (b) resulting from the ownership, use, condition, location, maintenance, repair or operation of the Property. Buyer represents and warrants that (1) Buyer has such knowledge and experience in real estate investigation to evaluate the merits and risks of the transactions provided in this Agreement, and (2) Buyer is financially able to bear the economic risk of the loss of such investment and the cost of the due diligence and investigations under this Agreement. Buyer is purchasing the Property, including to the extent located thereon all improvements, appliances, fixtures, plumbing, heating, air conditioning, electrical distribution, water heating, other mechanical systems, and structural components, in their current condition and state of repair and on an "AS IS," WHERE IS" and "WITH ALL FAULTS" basis. Buyer further accepts the Property without any reservations as to the condition of all improvements and subject to any governmental authority inspections or proceedings required by statute and/or ordinance as to compliance or habitability. Disclaimers similar to the foregoing in form satisfactory to Seller shall be inserted in the Deed and any other documents to be delivered by Seller to Buyer. Buyer acknowledges that any misrepresentation in or failure to comply with any provision of this paragraph constitutes a Default entitling Seller to convert buyer to a tenant (see Default above).

16. **LEAD BASED PAINT:** If the Property was built prior to 1978, the Property may contain lead-based paint or other sources of lead. Exposure to lead-based paint or other sources 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, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. Buyer agrees that it is purchasing the Property "as-is" without any representations or warranties whatsoever as to the condition of the Property. Buyer further agrees that Seller has no responsibility or liability for, and Buyer hereby unconditionally releases Seller from, any and all liabilities, both known and unknown, present or future, that is based upon or related to, the existence of lead or lead-based paint on or about the Property. Buyer acknowledges (a) that it has been informed by Seller of possible health hazards posed by exposure to lead from lead-based paint or other sources on or about the Property, and (b) receipt of the EPA approved lead-hazard information pamphlet entitled Protect Your Family From Lead in Your Home (included with this Agreement). Seller has no knowledge of lead-based paint and/or lead based paint hazards in the Property. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property. Buyer is entitled to a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**INITIAL BUYER'S CHOICE:**

           BUYER HAS THE OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION FOR THE PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AND HAS WAIVED THE RIGHT; OR

**Buyer(s)**           J.J.

\_\_\_\_ BUYER REQUESTS 10 DAYS TO PERFORM A RISK ASSESSMENT OR INSPECTION FOR THE PRESENCE OF LEAD BASED PAINT.

**INITIAL BUYER'S CHOICE:**

\_\_\_\_ BUYER HAS RECEIVED THE PAMPHLET ENTITLED PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME; OR

J.J. BUYER WAIVES THE RIGHT TO RECEIVE A PAMPHLET ENTITLED PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.

17. ENVIRONMENTAL MATTERS: Seller makes no warranty or representation to Buyer that Seller or any other owner, tenant, or occupant of the Property ever caused or permitted to exist, as a result of any intentional or unintentional action or omission, a releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of any toxic or hazardous substance or waste on the Property.

18. METHAMPHETAMINE DISCLOSURE AND BUYER RELEASE. Unless otherwise explicitly provided in the Seller Disclosures, Seller has no knowledge that any methamphetamine production has occurred or is occurring on, in or about the Property. Buyer agrees that it is purchasing the Property "AS IS" without any representations or warranties whatsoever as to the condition of the Property, except as provided herein. Buyer acknowledges that Buyer has had the opportunity or has waived the opportunity to conduct an investigation to determine the presence of methamphetamine residue or byproducts on the Property. Buyer agrees that Seller will not be liable to Buyer or any third party, and Buyer hereby unconditionally releases Seller from any and all liability, based upon or related to the production of methamphetamine at any time on the Property.

19. ASSIGNMENT: Buyer may not assign all or any part of the Property or this Agreement without the prior written consent of Seller in its discretion. If Seller consents to an assignment, among other requirements the proposed assignee must agree in writing in form and substance satisfactory to Seller to the terms and conditions of this Agreement as if an original signatory hereto. No assignment shall release Buyer from its obligations hereunder except to the extent expressly provided in writing by Seller. This Agreement may be assigned by Seller and will be binding on the heirs and assigns of the Parties. Any assignment in violation of this paragraph is void. If Seller now or hereafter encumbers its interest in the Property by a mortgage or other indebtedness, Seller shall make payments of principal and interest thereon as they mature and produce evidence thereof to the Buyer upon demand. In the event Seller defaults upon such payments, Buyer shall have the right to make such payments and take such actions necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit against future Promissory Note or rent payments due or to become due hereon. Seller reserves the right to convey its interest in the Property subject to the terms of this Agreement, and such conveyance shall not be a cause for rescission. Seller may, during the term of this Agreement, place a mortgage or other lien on the Property that is superior to the rights of the Buyer herein or may continue and renew any existing mortgage or lien thereon, provided that the aggregate amount due on all outstanding mortgages shall not at any time be greater than the unpaid balance of the Promissory Note.

20. INDEMNIFICATION: As used herein, (i) "Buyer's Group" means Buyer and Buyer's tenants, invitees, licensees, successors, heirs and assigns, (ii) "Damages" means any loss, damage, injury, decline in value, lost opportunity, liability, claim, demand, settlement, judgment, award, fine, penalty, tax, fee (including reasonable attorney's fees), charge, cost (including costs of investigation), amount due or expense of any nature, and (iii) "Seller Group" means Seller and Seller's owners, employees, agents, representatives, successors and assigns. Buyer, on behalf of itself, its successors and assigns, agrees to indemnify, defend and hold harmless each member of Seller Group from and against any and all Damages arising out of or relating to (a) any inaccuracy or violation of Buyer's representations, warranties or covenants in this Agreement, (b) any actions or failure to act on, respond to or comply with any local, state or federal law, rule or ordinance affecting the Property or its condition including building code requirements, nuisance claims or abatements thereof, condemnation proceedings, lien enforcement actions, or other

Buyer(s) J.J.  
OOINSTIND31b rev. 12/13/2012 1306006 - 2001 Union St, Lake Station, IN 46405 - Jones

matter or proceeding (Buyer acknowledges that the Property may be subject to proceedings in law or equity to abate, correct, or otherwise comply with local, state or federal requirements regarding the Property and that this indemnity also will apply in such instance), (c) actions or failure to act in any matter involving a tort claim arising from use or condition of the Property, or (d) the condition of the Property or the adequacy or inadequacy of any inspection thereof. THE INDEMNIFICATION PROVISIONS IN THIS PARAGRAPH SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LEGAL REQUIREMENTS (INCLUDING ANY PAST, PRESENT OR FUTURE ENVIRONMENTAL LAW, OCCUPATIONAL, SAFETY OR HEALTH LAW, PRODUCTS LIABILITY OR OTHER LEGAL REQUIREMENT), AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON SEEKING INDEMNIFICATION.

21. **CASUALTY LOSSES:** If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of this Agreement and Buyer has not maintained insurance as required, Buyer will, at Seller's election, either: (a) restore the Property to its previous condition as soon as reasonably possible, or (b) immediately pay all amounts due under this Agreement and the Promissory Note.

22. **INFORMATION REQUESTS:** Buyer will provide information upon request to Seller, or third parties who may acquire an interest in this Agreement or the Property, concerning this Agreement and/or the Buyer's ability to perform under this Agreement. Information may include current employment, records of employment, tax returns, credit reports and other information relevant to Buyer's ability to pay amounts as they come due under this Agreement.

23. **LEGAL REPRESENTATION:** Buyer has been informed by Seller that it is advisable to obtain legal advice from an attorney with respect to the Agreement. If Buyer decides not to consult an attorney, Buyer has made that decision outside the presence of Seller. Buyer acknowledges that any misrepresentation in or failure to comply with any provision of this paragraph constitutes a Default entitling Seller to convert buyer to a tenant (see Default above).

24. **MISCELLANEOUS.** The provisions of this Agreement survive the Closing, the delivery of the Deed and any termination of this Agreement. Time is of the essence for purposes of this Agreement; it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. This Agreement is not intended to and will not be deemed to provide third parties with any remedy, claim, right of action, or other right. The term "include" and its variants shall be deemed to be followed by the phrase "without limitation." The headings used in this Agreement are intended solely for convenience of reference, do not themselves form a part of this Agreement, and may not be given effect in the interpretation or construction of this Agreement. Each individual and entity signing this Agreement as "Buyer" shall be jointly and severally liable for all obligations of Buyer hereunder. If any provision of this Agreement, or the application of any provision to any person or set of circumstances, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, then this Agreement shall remain in full force and effect and the invalid or unenforceable provision shall be replaced by a provision determined by a mutually agreed independent real estate attorney to be within the original spirit and intent of this Agreement. If the parties are unable to agree on such attorney, either party may petition a court to identify such attorney. The parties are sophisticated and were represented by counsel during the negotiation of this Agreement. As a result, the parties believe the presumption of any laws or rules relating to the interpretation of contracts against the drafter thereof should not apply, and hereby waive any such presumption and agree that this Agreement shall be construed fairly and not against any party. This

Buyer(s) J. J.

OOINSTIND31b rev. 12/13/012 1306006 - 2001 Union St, Lake Station, IN 46405 - Jones

Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

25. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine, or email as follows:

<b>PLEASE PREPARE THE DEED AS FOLLOWS: (No P.O. Box)</b>	<b>Seller Information</b>
Name: <b>Janet E Jones</b>	Visio Financial Services Inc.
Address: 2001 Union St, Lake Station, IN 46405	P.O. Box 81662
Telephone: [REDACTED]	Austin, TX 78758
Fax:	(512) 334-1400
Email: [REDACTED]	Fax # (512) 597-2067
	<a href="mailto:contracts@econohomes.com">contracts@econohomes.com</a>

26. FEES: Buyer agrees to pay Seller the following fees with respect to the events listed below:

For each payment 10 or more days late.....	\$35.00
Restructuring Charge*.....	\$250.00
Each returned check.....	\$35.00

\*If Seller deems restructuring of this Agreement or the Promissory Note to be necessary as a result of a Default, the restructuring charge will be due.

27. DISPUTE RESOLUTION: Any controversy or claim arising out of or relating to this Contract shall be decided by binding arbitration which shall be conducted, upon request by either party, in **Travis County Texas**, before one arbitrator designed by the American Arbitration Association (the "AAA") in accordance with the terms of the Commercial Arbitration Rules of the AAA and, to the maximum extent applicable, the United States Arbitration Act (Title 9 of the United States Code). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall decide on all discovery issues. Neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally; however, each party shall bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorneys' fees. The foregoing procedures for binding arbitration shall not apply to any claim for equitable relief (e.g., an injunction or claim for a specific performance) and any party shall have the right to enforce its rights under this Contract with respect to such claims in any state or federal courts in the County where the Property is situated. This is a material provision of this Contract, which Buyer hereby specifically acknowledges:

Buyer's Signature [Signature] Co Buyer Signature \_\_\_\_\_

28. CLASS ACTION WAIVER: Any arbitration or trial by judge of any claim arising under this Contract will take place on an individual basis without resort to any form of class or representative action. The parties acknowledge and agree that this Class Action Waiver is material and essential to the arbitration of any disputes between the parties. If this Class Action Waiver is limited, voided, or determined to be unenforceable, then the parties agreement to arbitrate shall be null and void with respect to such a proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.



29. **GOVERNING LAW:** This Agreement shall be governed by, and shall be interpreted, construed and enforced in accordance with, the laws of the State where the Property is located without regard to its rules regarding conflicts of law.

30. **BUYER'S WAIVER OF CONSUMER RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT AND OTHER CONSUMER PROTECTION LAWS:** As partial consideration to Seller to enter into this Agreement, to the extent that the Texas Deceptive Trade Practices Consumer Protection Act is applicable to this transaction, Buyer can and does expressly waive all rights under the Texas Deceptive Trade Practices Consumer Protection Act, Sections 17.41 through 17.63, Texas Business and Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Buyer's own selection, Buyer voluntarily consents to this waiver. In addition, Buyer waives its rights under all other consumer protection laws in other states applicable to this transaction that may be waived by the parties. Buyer understands that it may obtain information about the Act from the website for the Attorney General of Texas.

31. **FUTURE ADVANCEMENT OF FUNDS:** In the event it becomes necessary to advance funds on behalf of the Buyer, under the specific terms set forth below, the Buyer agrees that they will reimburse Seller under the same terms and conditions of this loan agreement. Specifically, Buyer acknowledges that in consideration for the advancement of the funds, a fee of \$995, plus 3 points (based on the advanced funds) will be added to the loan balance and repaid in equal monthly installments over 12 months beginning on the next regularly scheduled loan installment subsequent to the Future Advance of the loan.

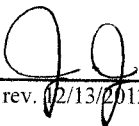
Funds will be advanced under the following circumstances:

- (1) when the Seller receives notice of an action, complaint, violation, nuisance or any requirement from a local authority or municipality (these can include, but are not limited to, anything that potentially affects the marketability of title to the property, including, but not limited to, the payment of back taxes, surveys, HOA dues and liens, past violations, paint, sewerage fees, water bills, utility bills, and Point of Sale Inspections and violations); or
- (2) when the Seller receives notice of a requirement by an insurance company necessary to preserve or prevent bodily harm or other matters necessary to preserve the property.

In the event that a Future Advance is made by the Seller:

- Seller will provide written notice to the Buyer providing the Buyer with 15 days to make the repairs or improvements, unless a shorter time is specified in the notice of action, complaint, violation, nuisance or requirement received by Seller.
- The advancement of funds for any costs and/or repairs shall be reasonable and conducted in a workman like manner.
- The attached Promissory Note contains a Future Advance clause and secures future advances up to the maximum aggregate amount of 10% of the original loan unless the Advance related to a lien or condition existing at the date of this loan agreement, in which case the maximum amount will equal the original amount of lien on the loan date plus 10% of the original loan amount.

[SIGNATURE PAGE FOLLOWS]

Buyer(s) 

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Page 9

\*\*\*BUYER'S\*\*\*

\*\*\*SIGNATURE AND ACKNOWLEDGEMENT\*\*\*

Buyers:

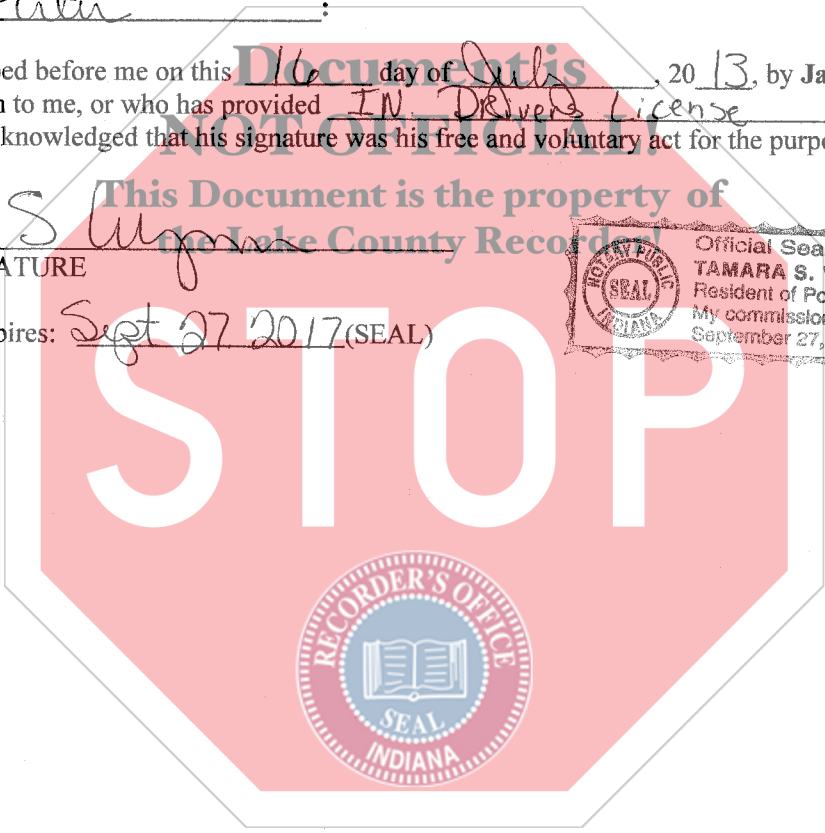
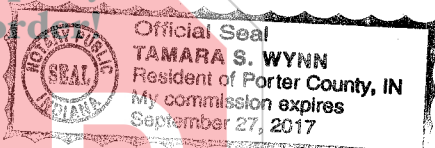
*Janet E Jones*  
Janet E Jones  
Buyer/Borrower Signature

STATE OF Ind \_\_\_\_\_:

COUNTY OF Porter \_\_\_\_\_:

Sworn and subscribed before me on this 16 day of July, 20 13, by Janet E Jones, who is personally known to me, or who has provided IN Drivers License as identification, and has sworn to and acknowledged that his signature was his free and voluntary act for the purposes set forth in this instrument.

*Tamara S Wynn*  
NOTARY'S SIGNATURE  
Notary Public:  
My commission expires: Sept 27 2017 (SEAL)



Buyer(s)

*J.J.*

\*\*\*\*\*SELLER'S\*\*\*\*\*

\*\*\*SIGNATURE AND ACKNOWLEDGEMENT\*\*\*

In witness whereof, the Parties have caused this Agreement to be executed as of the date first written above.

Seller: Visio Financial Services Inc.

By: [Signature]  
Amielle Plouff, as Manager of  
Visio Limited, sole shareholder (Seller)

State of Texas;

Travis County;

Sworn and subscribed before me on this 19<sup>th</sup> day of July, 2013 by:

Amielle Plouff,

As its: Manager

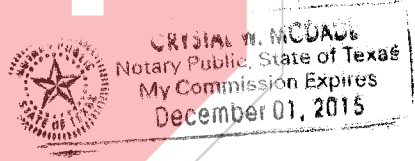
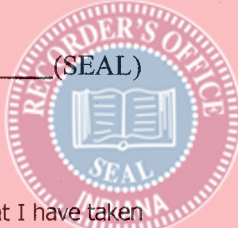
of Visio Limited, sole shareholder of Visio Financial Services Inc.,

on behalf of the company, who is personally known to me, and has sworn to and acknowledged that his signature was his free and voluntary act for the purposes set forth in this instrument.

[Signature]  
NOTARY'S SIGNATURE

Notary Public for the State of Texas

My commission expires: 12/1/15



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

[Signature]

Buyer(s) [Signature]