

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 081072

2014 DEC 22 AM 9:39

MICHAEL D. BROWN
RECORDER

Return to:
National Asset Mortgage
4350 St. Andrews Road, Suite F.
Columbia, SC 29210
Prepared By: Erika Kluos
National Asset
4350 St. Andrew
Prepared By: Columbia
National Asset Mortgage
4350 St. Andrews Road, Suite F
Columbia, SC 29210

Return to: Dawn Tetlak/LRS
5485 Detroit Rd, STE B
Sheffield Village, OH 44054
440-716-1820

Contract Expiration : 05/01/2044
If payments are made in accordance
with the terms of this Agreement.

465247
Acct #4200893701

AGREEMENT FOR DEED
(Land Contract)

NOT OFFICIAL

FILED
DEC 18 2014
PEGGY HOLINGA RAYMOND
LAKE COUNTY RECORDER

This Document is the property of
the Lake County Recorder.

THIS AGREEMENT FOR DEED is entered into on this 28th day of April, 2014 between Harbour Portfolio VIII, LP hereafter known as the "Seller" and Banita Harris & Kevin V. Fountain, hereafter known as the "Purchaser". National Asset Mortgage shall hereafter be known as the "Lender." **Purchaser's Current Address: 117 Wagner, Porter, IN 46304**

Purchaser's Current Address: 344 Merrill, Calumet City, IL 60409

WITNESSETH that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

* Individuals

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 6819 ARKANSAS AVENUE, in the County of Lake, the city of HAMMOND, the State of IN and further known and described as follows, to-wit:

SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Lender the sum of Thirty One Thousand Seven Hundred Dollars and no/cents, (\$31,700.00) in the manner as follows: Six Hundred Dollars and no/cents, (\$600.00);

THIS DOWN PAYMENT IS NON-REFUNDABLE (initial)

has been paid (prior to the release of this contract) on 04/28/2014 and the remaining Thirty One Thousand One Hundred Dollars and no cents (\$31,100.00) shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of Nine And 90/100 percent (9.9%) per annum, payable monthly on the whole sum remaining from time to time unpaid;

3. AND TO PAY ALL TAXES, assessments or impositions that may be legally levied or imposed upon said land and improvements and/or personal property as of the date of this Agreement for Deed (Land Contract).

4. AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE LENDER, and payable to the parties, respectively as their interest may appear in the sum not less than Thirty One Thousand One Hundred Dollars and no/cents (\$31,100.00) during the term of this agreement.

5. AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS are not paid then this agreement is in default, and **at the option of the Lender**, the Lender can pay said taxes, insurance

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or other assessments and add the payments made plus up to **50%** of that payment as penalty to the principal balance due.

6. **THE SALE OF THE PROPERTY** (and the term "Property") shall include all buildings and improvements on the property and all rights, title and interest of Lender in and to adjacent streets, roads, alleys and rights-of-way, but no mineral interests.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the Lender transfers the said property to the Purchaser in strictly "**AS IS**" condition without any condition disclosure statement. B.N.Z. (initial) and the **Purchaser(s)** are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding **Four months (4)**, and maintaining the property in good state of repairs during the term of this agreement. Purchaser(s) may request an extension from the Lender by contacting prior to the four months deadline. The purchaser(s) agrees to keep the premises neat and orderly and not conduct or allow to be conducted any illegal or offensive activities which might constitute a nuisance.

7. **AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, or transfer of any ownership interest in this "Agreement" by Purchaser, this contract, *at the option of the Lender*, may be forfeited and terminated, if permitted by law, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Lender in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore. And if agreement is placed with an attorney or other agent for collection by suit or otherwise due to default, Purchaser(s) will pay, on demand, any of said fees and related expenses that the Lender incurs. B.N.Z. (initial)

8. **CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Lender exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant, if permitted by law. The Purchaser now known as "Tenant", agrees to surrender the said property to the Lender without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear and tear alone accepted within thirty (30) days after notice of termination. After termination by the Lender pursuant to this paragraph; B.N.Z. (initial)

9. **THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment, in addition to any other agreed upon monthly assessments stated herein and the Purchaser acknowledges that the **Lender can initiate an action to evict the Purchaser immediately**. In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Lender to enter upon and take possession of the said property without notice and remove all persons and their personal property. Lender may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of Lake County, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Lender election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Lender as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Lender for such default. The Lender in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

B.N.Z. (initial)

10. **THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Lender and Purchaser becomes a "month to month" tenant with a monthly rent equal to Two Hundred Seventy Dollars And 63/100 (**\$270.63**).

11. **IT IS MUTUALLY AGREED**, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. **At the option of the Lender, Purchaser** further agrees to convert these documents to a **Deed and Mortgage** and provide the Lender updated financial information. **And it is further understood that the Deed will exclude any and all mineral interests.** The purchaser also agrees that the Lender has the right to sale his/her/their agreement or mortgage to another party.

VENUE AND JURISDICTION: *IN THE event that any suit or claim may arise concerning this contract or the obligation there under the suit or claim shall be brought in Lexington County, state of South Carolina, and the parties agree to waive any and all objections they or it may have to such venue or personal or subject matter jurisdiction or **Forum non conveniens** and agree further to be bound and governed by South Carolina law.*

IN WITNESS WHEREOF, the Parties to these present have hereunto set their hands and seals the day and year first written above.

Harbour Portfolio VIII, LP

Arlene Edwards
Witness

Print Name: Arlene Edwards

By: [Signature]
David W. Campbell, Attorney-in-Fact

Lana Sellers
Witness

Print Name: Lana Sellers

STATE OF SOUTH CAROLINA)

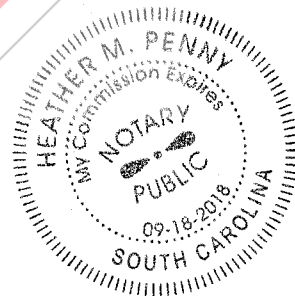
COUNTY OF LEXINGTON)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, do hereby certify that David W. Campbell, Attorney-in-fact for Harbour Portfolio VIII, LP, the Seller, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
4th day of June, 2014

[Signature]
Notary's Signature Heather M. Penny
Notary Public for the State of South Carolina
My Commission Expires: 9-18-18 (Seal)



(PURCHASER SIGNATURES)
(Acct# 4200893701)

Niesha Jenkins
Witness
Print Name: DESHAUN JENKINS

Banita M. Harris
Banita M. Harris

Beverly Jackson
Witness
Print Name: Beverly Jackson

Kevin V. Fountain
Kevin V. Fountain

(NOTARY SECTION)

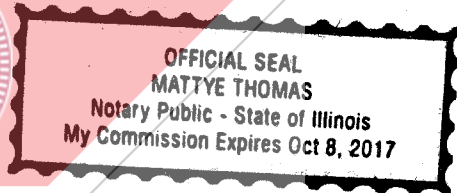
STATE OF Illinois)
COUNTY OF COOK)

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This Document is the property of the Lake County Recorder
ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Banita M. Harris & Kevin V. Fountain, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
12 day of May, 2014

Matty Thomas
Notary's Signature Matty Thomas
Notary Public for the State of ILLINOIS
My Commission Expires: 10/8/2017 (Seal)



ATTACHMENT "A" – LEGAL DESCRIPTION

THIS AGREEMENT is secured by the property listed below between Harbour Portfolio VIII, LP, and Banita M. Harris & Kevin V. Fountain:

Street Address: 6819 ARKANSAS AVENUE
HAMMOND, IN, 46323

Description:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF LAKE, STATE OF INDIANA, BEING KNOWN AND DESIGNATED AS FOLLOWS: PARCEL 1: THE NORTH 20 FEET OF LOT 5 AND THE SOUTH 20 FEET OF LOT 6, IN BLOCK 7 IN HARTMAN'S GARDENS ADDITION TO HESSVILLE, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. PARCEL 2: THE NORTH 20 FEET OF THE SOUTH 40 FEET OF LOT 6 IN BLOCK 7 OF HARTMAN'S GARDENS ADDITION TO HESSVILLE, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. SUBJECT TO LIENS, ENCUMBRANCES AND EASEMENTS OF RECORD.
Property Address is: 6819 ARKANSAS AVE, HAMMOND, IN 46323

STOP

I affirm that under the penalties for perjury that I have taken reasonable care to redact each social security number in this document



Kayla McLauchlin
Kayla McLauchlin

TMS: # 45-07-09-859-006.000-023

Initial _____