

10

CONTRACT FOR DEED

THIS CONTRACT FOR DEED (this "Agreement") dated this 19th day of November, 2014

BETWEEN:

Gonzalez Properties LLC of 2011 Vermillion ct, Lake Station IN 46405

(the "Seller")

OF THE FIRST PART

- AND -

Roberto Martinez Presas of 2636 Kenwood St Hammond INDIANA 46323

**This Document is the property of
the Lake County Recorder!**

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Sale of Property

1. On the 19th day of November, 2014, the Seller, for and in consideration of the sum of \$38,000.00, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the property:

Initials: DG R.M.P

\$30,000
M.E
Non-com
Q ASH

2015 065859

2015 SEP 24 AM 9:50
MICHAEL B. BROWN
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

FILED

SEP 24 2015

04505

JOHN E. PETALAS
LAKE COUNTY AUDITOR

Land Contract

2636 Kenwood street, Hammond Indiana 46323; LEGAL DESCRIPTION: FRANK HAMMONDS' ADD. L.6 BL.6 (the "Premises").

Purchase Price

2. The purchase price (the "Purchase Price") of the Premises is \$38,000.00. The Purchaser agrees to pay ~~\$20,000.00~~ ^{\$21,000} upon execution of this Agreement and the balance of the Purchase Price being payable in monthly installments of \$ 800.00, due on the 1st of each month, beginning on January 1, 2015 until the Purchase Price is paid in full.

Interest Charges

3. Interest of 0% per year will be computed monthly and deducted from the monthly payments. The balance of the monthly payment will be applied to the principal amount of the Purchase Price outstanding.

Lump Sum Payments

4. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

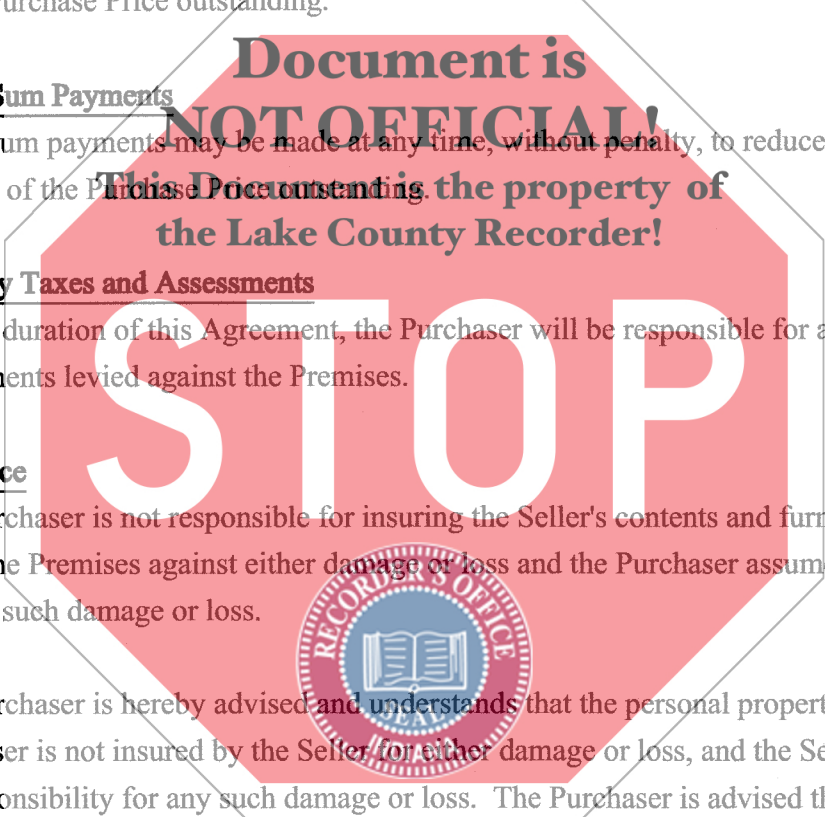
Property Taxes and Assessments

5. For the duration of this Agreement, the Purchaser will be responsible for all taxes, and assessments levied against the Premises.

Insurance

6. The Purchaser is not responsible for insuring the Seller's contents and furnishings in or about the Premises against either damage or loss and the Purchaser assumes no liability for any such damage or loss.
7. The Purchaser is hereby advised and understands that the personal property of the Purchaser is not insured by the Seller for either damage or loss, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that, if insurance coverage is desired by the Purchaser, the Purchaser should inquire with the

Initials: RMP D G



Purchaser's insurance agent regarding a personal contents policy of insurance.

8. The Purchaser is hereby advised and understands that the Premises is insured by the Seller for both damage and loss to the structure, mechanical or improvements to the Premises, and the Seller assumes responsibility for any such damage or loss. Any premiums paid by the Seller for the insurance on the Premises are payable to the Seller by the Purchaser within 30 days of the Seller furnishing receipts evidencing such insurance to the Purchaser.
9. The Purchaser is responsible for maintaining liability insurance on the Premises for the benefit of both the Purchaser and the Seller, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.
10. For any required insurance of the Purchaser stipulated in this contract, the proof of insurance will be furnished to the Seller upon the request of the Seller.
- Purchaser's Default**
11. In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, then the entire balance of the Purchase Price, including interest payable, will become due 30 days after the 14 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.
12. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 30 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.

Initials: RMP DG

13. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.
14. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

Seller's Right to Reinstate Agreement After Default

15. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:

(i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;

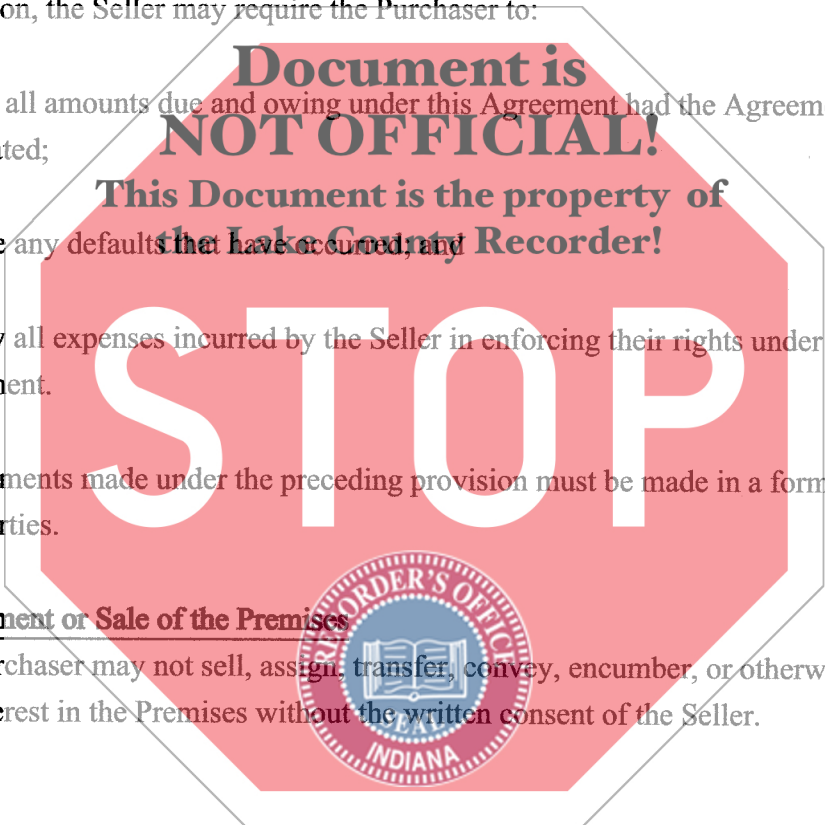
(ii) cure any defaults that have occurred; and

(iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.

16. All payments made under the preceding provision must be made in a form acceptable to both parties.

Assignment or Sale of the Premises

17. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.



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Deed and Evidence of Title

18. Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances.

Notices

19. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to:

If to the Purchaser:

Roberto Martinez Presas of 2636 Kenwood St Hammond INDIANA 46323.

If to the Seller:

Gonzalez Properties LLC of 2011 Vermont St, Lake Station IN 46405.

Charges for Late Payment

20. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of \$100.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the monthly installment owing.

Conveyance or Mortgage by Seller

21. The Seller reserves the right to encumber the Premises with a mortgage. The Seller agrees to meet the obligations due under the mortgage and to provide proof of the same to the Purchaser upon the written demand of the Purchaser.
22. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

Initials: _____

R M P D G



Security

23. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

Time of the Essence

24. Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

Attorney Fees

25. In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

Entire Agreement

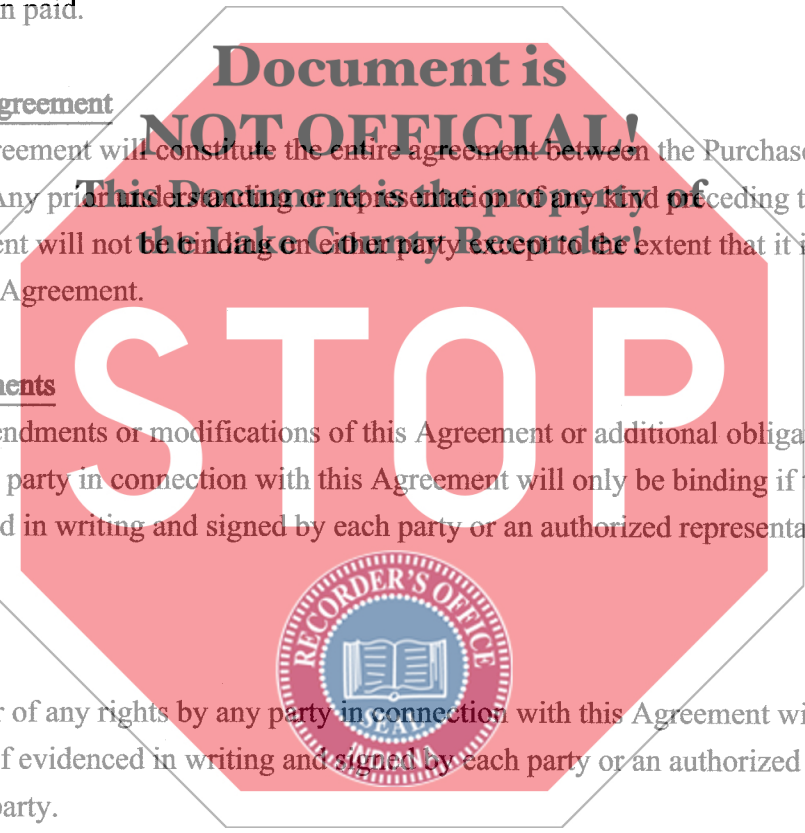
26. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

Amendments

27. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

Waivers

28. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.



Initials: RMP [Signature]

Severability

29. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Indiana (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
30. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Interpretation

31. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Joint and Several Liability

32. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

Heirs and Assigns

33. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

Initials: RMP DG



Additional Clauses

- 34. All utilities used and consumed on property are to be responsibility of purchaser. Gas and electric shall be on during entire length of contract, and be paid by purchaser.

All monthly payments are to be paid in cash or money order only. Payments are due the 1st of each month, and considered late on the 5th of the month at midnight if not received by seller. After the 5th of the month purchaser agrees to pay \$100 late fee in addition to next months payment.

Estimated pay off date is November 2016. Once the balance is paid off satisfaction of this land contract and deed should be recorded at the county recorders office. Until satisfaction of contract is recorded and signed by both parties property should be considered subject to the terms and outstanding balance of this contract.

The Seller agrees not to encumber the Premises with a mortgage.

This Document is the property of the Lake County Recorder!

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 23rd day of September, 2015.



Gonzalez Properties, LLC (Seller)
 Daniel Gonzalez (Sale member)

Roberto Martinez P

Roberto Martinez Presas (Purchaser)

Roberto Martinez P

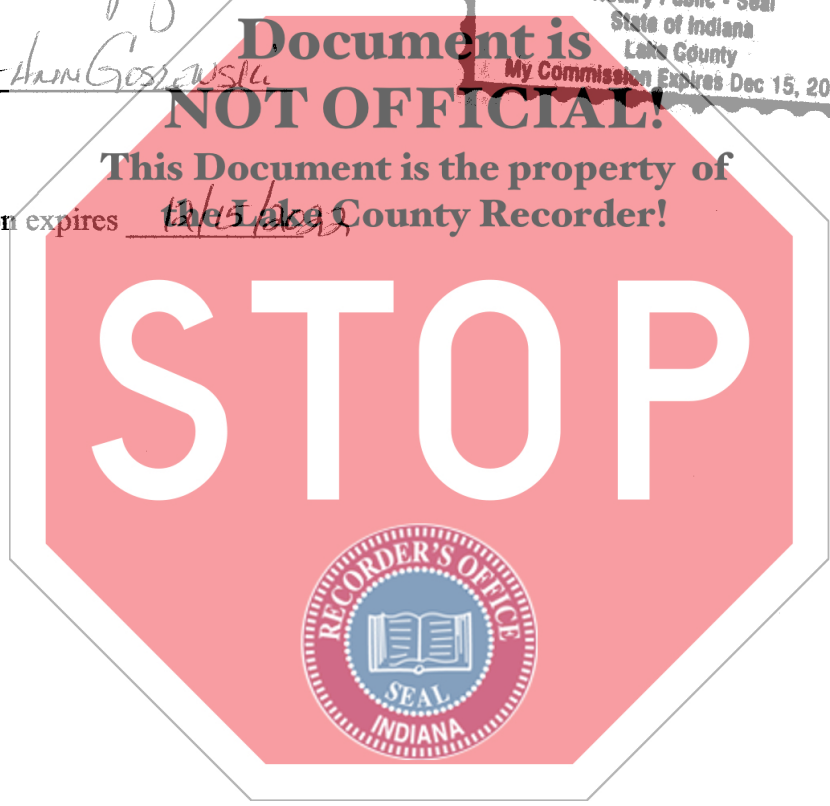
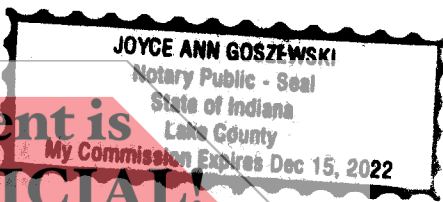
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SELLER ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF _____

Before me, a Notary Public for Lake County, State of Indiana, personally appeared Gonzalez Properties LLC, and acknowledged the execution of this instrument this 23rd day of September, 2015.

Joyce Ann Goszewski
Notary Public
Joyce Ann Goszewski
(print name)



My commission expires the 15th

Initials: _____

PURCHASER ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF Lake

Before me, a Notary Public for Lake County, State of Indiana, personally appeared Roberto Martinez Presas, and acknowledged the execution of this instrument this 23rd day of September, 2015.

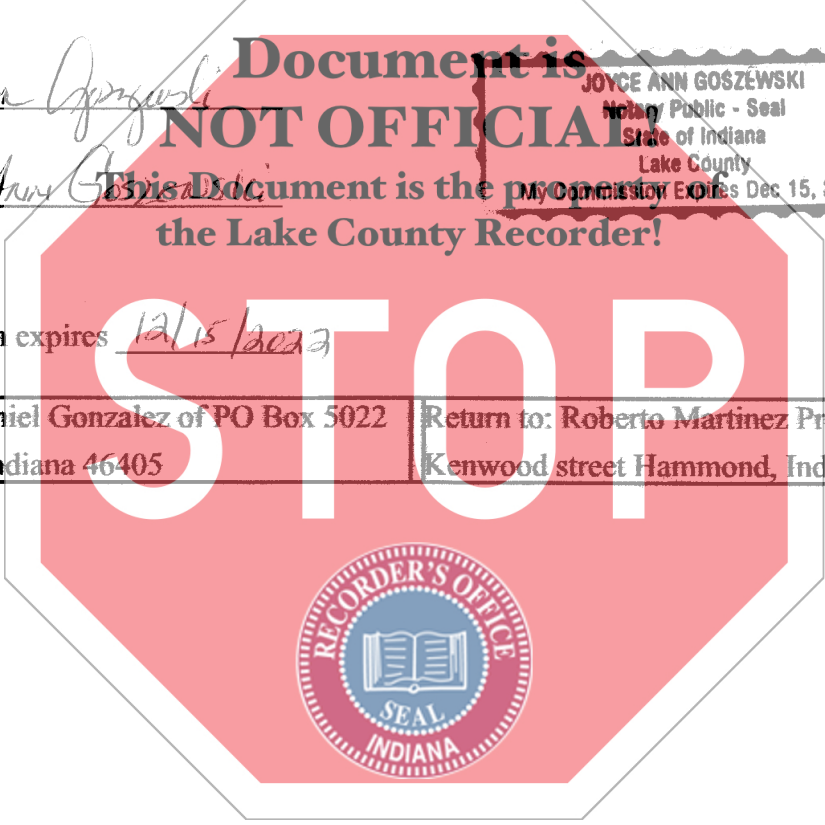
Joyce Ann Goszewski
Notary Public
Joyce Ann Goszewski
(print name)

Document is
NOT OFFICIAL
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the Lake County Recorder!

JOYCE ANN GOSZEWSKI
Notary Public - Seal
State of Indiana
Lake County
My Commission Expires Dec 15, 2022

My commission expires 12/15/2022

Drafted by: Daniel Gonzalez of PO Box 5022 Lake Station, Indiana 46405	Return to: Roberto Martinez Presas of 2636 Kenwood street Hammond, Indiana 46323
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