

MAIL TAX BILLS TO:  
EZ Property Solutions, LLC  
2929 Jewett Ave.  
Highland, IN 46322

2015 069552

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 OCT 13 AM 11:48

MICHAEL J. PROWSE  
RECORDER

TAX KEY NO: 45-08-33-132-010.000-004

**LAND CONTRACT**

THIS LAND CONTRACT ("Contract") has been executed this 28<sup>th</sup> day of September, 2015, by EZ Property Solutions, LLC (Seller), and Samuel Sumral Quirk, III (Purchaser):

WITNESSETH that the parties agree as follows:

Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the following described real estate, together with all improvements thereon or belonging thereto, located in Lake County, Indiana, ("Real Estate"), being more particularly described as follows:

**Lots 25 and 26, Block 2, South Park Addition to Gary, as shown in Plat book 7, page 15, Lake County, Indiana.**

More commonly known as 4652 Tyler Street, Gary, IN 46408

all upon the following covenants, terms and conditions:

**1. Purchase Price and Manner of Payment.**

(a) **Purchase Price.** The Purchase Price for the Real Estate shall be the sum of **Twenty Thousand, Five Hundred and no/100 Dollars (\$20,500.00)** ("Purchase Price"), which Purchaser (jointly and severally, if more than one) agrees to pay Seller in accordance with the terms and conditions of this Contract, without relief from valuation and appraisal laws and with reasonable attorneys' fees after default and referral to an attorney for collection.

(b) **Manner of Payment.** The Purchase Price shall be paid in the following manner:

- (1) The sum of **Two Thousand Dollars (\$2,000.00)** shall be paid upon the execution of this agreement, the receipt whereof is hereby acknowledged by Seller.
- (2) The remaining unpaid principal balance of the Purchase Price ("Contract Balance") (\$18,500.00) shall be paid to Seller by Purchaser, together with interest at the rate of **Nine and 99/100 per cent (9.99%)** per annum, in equal installments of **Five Hundred, Ninety-Six and 7/100 Dollars (\$596.07)** on the first of every month, beginning on **November 1, 2015** and continuing thereafter until **October 1, 2018**, when a final payment of the balance of the contract, shall be paid. **Provided**

Initials: SS QS

DR

Return to  
INDIANA TITLE NETWORK COMPANY  
325 N. MAIN STREET  
CROWN POINT, IN 46307  
FOR CASH



**FILED**

OCT 13 2015

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

23.  
TRUCK #  
24203  
04843  
BW

**Purchaser has made timely monthly payments, this Land Contract shall continue until paid in full.**

- (3) Purchaser may make payments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall relieve Purchaser from continuing to make scheduled payments as they become due and payable. All payments made by Purchaser, including prepayments, shall be applied first to interest due and payable and the balance, if any, to principal.

**2. Taxes and Insurance**

(a) **Taxes.** During the term of this agreement, Seller shall pay all installments of real estate taxes for the property on behalf of Purchaser. As consideration for the reduced sale price, Purchaser shall be responsible for all outstanding real estate taxes regardless of the time period for which the taxes are assessed. In anticipation of his obligation hereunder, Purchaser shall pay all taxes, which Seller shall collect in monthly installments in order to pay for Tax bills as they come due.

(b) **Assessments.** Unless accounted for through pro-ration or payment at closing, Purchaser shall pay all assessments for the Real Estate becoming a lien after **September 28, 2015**. Seller covenants and agrees to pay all such assessments becoming a lien prior to such date.

(c) **Insurance.** Purchaser agrees to procure and maintain renter's insurance for any personal property. Seller agrees to procure insurance and Purchaser agrees to maintain insurance. Purchaser will be responsible for the Deductible in the amount of **\$2,500** for any claims brought forward.

Upon payment of the contract balance in full, Seller shall refund to Purchaser any excess amounts collected for Purchaser's share of the tax and insurance obligation hereunder.

(d) **Payment by Purchaser.** Upon failure of Seller to pay taxes or assessments on the Real Estate or to provide insurance as required under this Contract, Purchaser, upon written notice to Seller, may pay such taxes or assessments or obtain and maintain such insurance and reduce the costs thereof from the Contract Balance.

**3. Summary of Monthly Payment and Late Fee:**

Principal and Interest	\$596.07
Taxes and Insurance	\$121.41 (tax) / \$29.25 (insurance)
<b>Total</b>	<b>\$746.73</b>

Any payment made **10 days** after the scheduled date shall include a late fee of **One Hundred and 00/100 Dollars (\$100)**.

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4. **Possession.** Seller shall give Purchaser full and complete possession of the Real Estate, and the right to any rental income therefrom, on **September 28, 2015.**
5. **Evidence of Title.** Upon payment by Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by Purchaser of all covenants and conditions which by the terms of the Contract are to be performed by Purchaser, Seller, at Seller's expense, will furnish an owner's policy of title insurance ("Title Binder") issued by Indiana Title Network Company, by which such title insurance company will agree to insure, in the full amount of the Purchase Price, merchantable title to Purchaser upon execution, deliver, and recording of a General Warranty Deed to Purchaser by Seller. Any further evidence or assurance of title shall be obtained by Purchaser at Purchaser's expense.
6. **Warranties of Seller.** Seller hereby warrants that Seller has good and merchantable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances, except as follows:
- (a) Easements and restrictions on record as disclosed in the Title Binder; and
  - (b) Current real estate taxes not yet delinquent.

Seller further represents and warrants the following as of the date hereof: Seller has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser; Seller has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed; the improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon; there are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate; there is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate; and Seller is neither principal nor surety on any bond payable to the State of Indiana.

7. **Transfer of Purchaser's Interest. -- Condemnation.** Purchaser's interest in this Contract and Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by Purchaser without the written consent of the Seller. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Seller. Such proceeds shall be applied, at Seller's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if by electing to apply part of any such award or compensation against the Contract Balance, the Contract Balance is paid in full, then Seller shall pay the balance to Purchaser.
8. **Mechanic's Liens.** Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Seller, at Seller's option,

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may compel the prosecution of an action for the foreclosures of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Seller, shall cause the lien to be released at Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such a lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid Mechanic's lien.

9. **Indemnification and Release.** Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Seller, Purchaser shall indemnify and hold harmless Seller from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Seller is (effectively) protected by insurance. If Seller without fault, shall become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Seller harmless. The indemnification provided by this paragraph shall include all legal costs and attorney's fees incurred by Seller in connection with any such claim, action or proceeding. Purchaser hereby releases Seller from all liability for any accident, damage or injury caused to person or property on or about the Real Estate. Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from Purchaser's use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to Seller, insuring the Seller's liability as well as the Purchaser's and providing Seller a copy of such insurance coverage at closing.

10. **Default and Acceleration.** It is expressly agreed by Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter, the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of Seller, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by Purchaser, and Seller shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Land Contract, and as may be necessary or appropriate to protect Seller's interest under this Contract and in and to the Real Estate. The following shall each constitute an "Event of Default" for purpose of this Contract:

- (a) Default by Purchaser for a period of **Thirty (30)** days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Contract are payable by Purchaser, or (iii) any premium for insurance required by the terms of this Contract to be maintained by Purchaser;
- (b) Default, for a period of **Thirty (30)** days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this Contract;

Initials: SS DR

- (c) Lease or encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate.
- (d) Purchaser (i) institutes or consents to any proceedings in insolvency, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any insolvency law or laws relating to the relief or reorganization of debtors', (ii) files an answer admitting bankruptcy or insolvency or in any manner is adjudged insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due; provided however, this paragraph (d) shall not apply to any proceeding bankruptcy.
- (e) Any part of Real Estate or all or a substantial part of the property or assets of Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee;

- (f) Desertion or abandonment of the Real Estate or any part thereof, by Purchaser;
- (g) Sale, transfer, conveyance or other disposition of Purchaser's interest in the Real Estate, or any part thereof, without Seller's prior written consent.

All of Seller's remedies shall be cumulative and not exclusive. Failure of Seller to exercise any remedy for the same or any subsequent default at any time shall not operate as a waiver of the right of Seller to exercise any remedy for the same of any subsequent default at any time thereafter. In the event Purchaser deserts or abandons the Real Estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to Seller under and by virtue of this Contract, then, it is expressly agreed by Purchaser that, unless Purchaser shall have paid more than **Thirty Thousand Dollars (\$30,000.00)** of the Purchase Price, Seller may, at Seller's option, cancel this Contract and take possession of the Real Estate and remove Purchaser therefrom, or those holding or claiming under Purchaser without any demand and to the full extent permitted by applicable law. In the event of Seller's cancellation upon such default by Purchaser, all rights and demands of Purchaser under this Contract and in and to the Real Estate shall cease and terminate and Purchaser shall have no further right, title or interest, legal or equitable, in and to the Real Estate and Seller shall have the right to retain all amounts paid by Purchaser's possession of the Real Estate prior to such default. Such retention shall not bar Seller's right to recover damages for unlawful detention of the Real Estate after default, for any Real Estate at any time, for waste committed thereon or for any other damages suffered by Seller, including reasonable attorneys' fees incurred by Seller in enforcing any

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right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchaser.

**11. Use of the Real Estate by Purchaser; Seller's Right of Inspection; Purchaser's Responsibility for Accidents.**

(a) **Use.** None of the improvements now or hereafter located on the Real Estate shall be materially changed, remodeled, or altered without the prior written consent of Seller. No additional improvements shall be placed on the Real Estate without the prior written consent of Seller. Any alterations and all maintenance will be at Purchaser's expense. Purchaser, at Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. Purchaser shall not commit waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof. Purchaser shall at all times, keep the water, sewer, electric and gas services on and current. At no time shall the Purchaser allow the temperature in the premises to drop below 50 degrees Fahrenheit.

(b) **Seller's Right of Inspection.** Until the Purchase Price and all interest thereon is paid in full, Seller from time to time and at reasonable times, peaceably may enter and inspect the Real Estate.

(c) **Purchaser's Responsibility for Accidents.** Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from Purchaser's use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying standard liability insurance in such amounts as are satisfactory to Seller, insuring Seller's liability as well as Purchaser's.

**12. Additional Covenants and Representations of Seller.** Upon payment by Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by Purchaser of all covenants and conditions which by the terms of this Contract are to be performed by Purchaser, Seller agrees and covenants to convey the Real Estate to Purchaser by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by Purchaser hereunder; and to any other encumbrances which, the terms of this Contract, are to be paid by Purchaser.

**13. General Agreements of Parties.** This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified; or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mails by certified or registered mail, postage prepaid.

(a) If to Seller, at **2929 Jewett Ave, Highland, IN 46322**

(b) If to Purchaser, at **4652 Tyler St, Gary, IN 46408**

Initials: ES QS DR

Such address may be changed by either party by written advice as to the new address delivered to the other party as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

14. **Recording.** A memorandum of this agreement may be recorded by either party.

The undersigned persons executing this land contract on behalf of **EZ Property Solutions, LLC** represents and certifies that he or she is a duly authorized representative of **EZ Property Solutions, LLC** and has been fully empowered, by proper resolution or as stated in the operation agreement of **EZ Property Solutions, LLC** to execute and deliver this land contract; that **EZ Property Solutions, LLC** has full capacity to sell the Real Estate described herein; and that all necessary action for the executing such land contract has been taken and done.

**IN WITNESS WHEREOF**, Seller and Purchaser have executed this instrument on this **28<sup>th</sup>** day of **September, 2015**.

Quintel Sumrall & Samuel Sumral Jr.

EZ Property Solutions

*[Handwritten signature of Samuel Sumral Jr.]*  
\_\_\_\_\_  
Samuel Sumral Jr.

*[Handwritten signature of David Richter]*  
By: \_\_\_\_\_  
David Richter - Member

Quintel Sumrall

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

STATE OF INDIANA

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared David Richter who having been duly sworn, stated that he is of **EZ Property Solutions** who acknowledged the execution of the foregoing Land Contract for and on behalf of said **EZ Property Solutions** and who, having been duly sworn, stated that the representations therein contained are true, and also appeared before me Quintel Sumrall & Samuel Sumral Jr. who acknowledged the execution of the foregoing Land Contract.

WITNESS my hand and notarial seal this 28<sup>th</sup> day of September 2015.

MY COMMISSION EXPIRES:

May 3, 2023

*[Handwritten signature of Angela Marie Richter]*  
\_\_\_\_\_  
Notary Public Angela Marie Richter  
A Resident of Lake County

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.

*[Handwritten signature of Bobbie Kwachkoff]*  
Bobbie Kwachkoff  
Initials: ES Q DR

