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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 14 AM 11:28

MICHAEL B. BROWN
RECORDER

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED

OCT 14 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

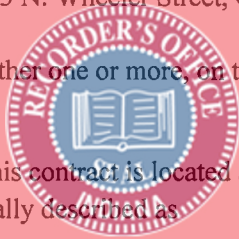
WHEN RECORDED RETURN TO:
Harry Sutcliffe
301 S. Minnesota Ave
Wellston, OH 45692

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LAND CONTRACT

STOP



This Contract ("Contract") is effective as of December 08, 2014 by and between

Harry Sutcliffe and Denise Sutcliffe, a married couple,
hereinafter referred to as "SELLER," whether one or more, and

- David J. Knox and Azucena Knox, 1213 N. Wheeler Street, Griffith, Lake County, Indiana,
46319

hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for the
purposes hereinafter set forth.

PROPERTY. The property sold under this contract is located at 1213 N. Wheeler Street, Griffith,
Indiana 46319 in Lake County and is legally described as

LOT 2, IN PAULAUSKI'S 2ND ADDITION TO GRIFFITH, AS PER PLAT THEREOF, RECORDED
IN OFFICE OF THE RECORDER OF LAKE COUNTY, AS PLAT BOOK 47, PAGE 138, LAKE
COUNTY, INDIANA.

Common Address: 1213 North Wheeler Street, Griffith, IN 46319

Parcel ID no: 45-07-26-429-005.000-006

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$99,555.12 with interest

\$21

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from November 25, 2014, on the unpaid principal at the rate of 1.5% per annum. The Seller hereby acknowledges receipt of a down payment or earnest money totaling \$49,908.00 which shall be deducted from the total purchase price indicated above.

TERMS OF PAYMENT. Payments under this contract should be submitted to Harry and/or Denise Sutcliffe at 301 S. Minnesota Ave, Wellston, Ohio 45692.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 1.5% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$239.57, beginning on November 1, 2014, and continuing until October 1, 2034, (the "Due Date"), at which time the remaining unpaid principal and interest, if applicable, shall be due in full. In addition, approximately \$200.00 per month will be paid monthly for real estate taxes. Any overpayment of the actual tax amount due will be refunded. The amount will be adjusted up or down accordingly according to the tax assessment at the end of every year. Also, Homeowners Insurance costs will be added to the monthly payment and the monthly payment will be adjusted up or down according to the insurance costs.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

THE BORROWER UNDERSTANDS THAT THE PAYMENT OF THE ABOVE INSTALLMENT PAYMENTS MAY NOT FULLY AMORTIZE THE PRINCIPAL BALANCE OF THE CONTRACT, AND THEREFORE, A BALLOON PAYMENT MAY BE DUE ON THE DUE DATE.

LATE PAYMENT CHARGE. There will be no late payment charge for payments received after the Due Date.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the

event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS. Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Seller shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 30 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 30 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Quit Claim Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Seller shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the

Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Indiana.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

TAX EXEMPTION. Buyer will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Seller shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:
Denise L. Sutcliffe
301 S. Minnesota Ave
Wellston, Ohio, 45692
(740) 384-0075

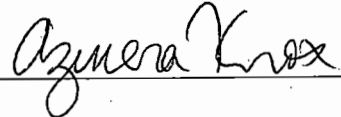


BUYER:

DATED: 1-9-15

DATED: 1-9-15





David J. Knox
David J Knox and Azucena Knox
1213 N. Wheeler Street
Griffith, Indiana, 46319

Azucena Knox

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STATE OF INDIANA, ss: COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 9 day of January, 2015
by David J. Knox and Azucena Knox.

STOP

Notary Public


Title (and Rank)



DAWN STANLEY
Lake County
My Commission Expires
July 29, 2018

My commission expires 7-29-18



SELLER:

DATED: 1-9-2015

DATED: 1-9-2015

x Harry Sutcliffe

Denise Sutcliffe aka
x Denise Sutcliffe

Harry Sutcliffe
Harry Sutcliffe and Denise Sutcliffe
301 S. Minnesota Ave
Wellston, Ohio, 45692

Denise Sutcliffe

STATE OF INDIANA, COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 9 day of January 2015
by Harry Sutcliffe and Denise Sutcliffe.

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Notary Public

Notary
Title (and Rank)

My commission expires 7-29-18

