

Standard Real Estate Purchase and Sale Agreement

Parties: Marriette La Shon Coleman referred to as (Buyer), and INDIANA HOME BUYERS LLC referred to as (Seller), which terms may be singular or plural and include the heirs, successors, personal representatives and assigns of Seller and Buyer, hereby agree that Seller will sell and Buyer will buy the following property, with such improvements as are located thereon, and is described as follows:

Legal Description:

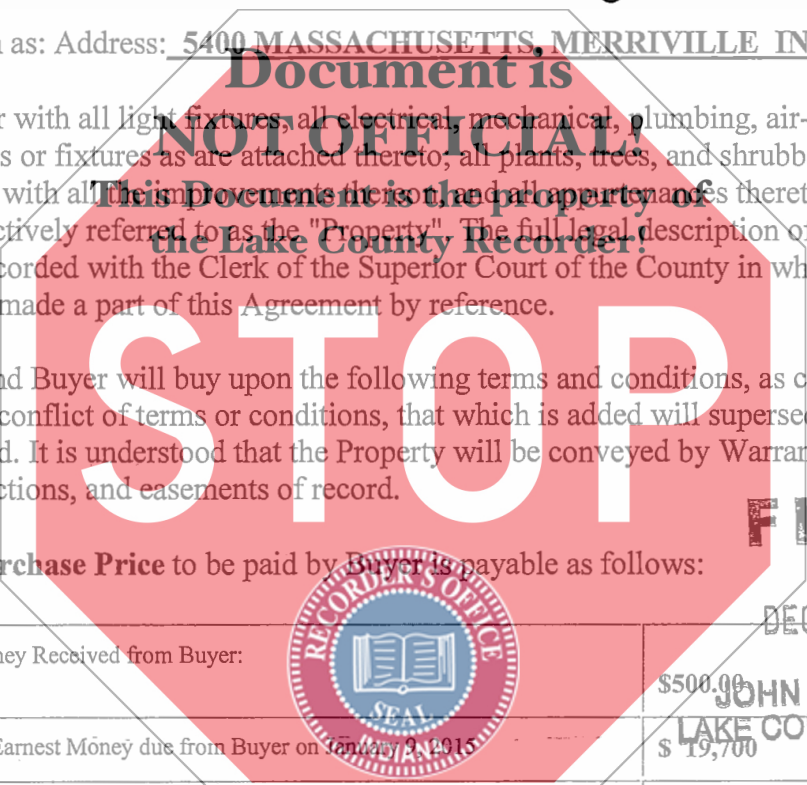
SOUTHLANDS 3RD SUBDIVISION . LOT 18 BLOCK 30
SOUTHLANDS 3RD SUBDIVISION . LOT 19 BLOCK 30

MC 06/16/15

and being known as: Address: 5400 MASSACHUSETTS, MERRIVILLE IN, 46410

records together with all light fixtures, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all improvements thereon and all appurtenances thereto, all being hereinafter collectively referred to as the "Property". The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this Agreement by reference.

Seller will sell and Buyer will buy upon the following terms and conditions, as complete or marked. On any conflict of terms or conditions, that which is added will supersede that which is printed or marked. It is understood that the Property will be conveyed by Warranty Deed with covenants, restrictions, and easements of record.



2015 085146

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

FILED

DEC 18 2 51 PM '15

1. Total Purchase Price to be paid by Buyer is payable as follows:

A. Earnest Money Received from Buyer:	\$500.00
B. Additional Earnest Money due from Buyer on January 2, 2015	\$ 19,700
C. Purchase money loan to Seller on terms set forth in Paragraph 2a. (including discount points)	\$ 0.00
D. Proceeds of a new loan to be executed by Buyer to any lender other than Seller as set forth in Paragraph 2b. Name of Lender _____	\$ 0.00
E. Balance due at closing (not including Buyers closing costs, prepaid items or promotions) in U.S. cash or locally drawn certified or cashier's check Approximately <input type="checkbox"/> Exactly <input type="checkbox"/>	\$58,800
F. Total Purchase Price. Approximately <input type="checkbox"/> Exactly <input checked="" type="checkbox"/>	\$79,000



DEC 18 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

05699

~~NO SALES DISCLOSURE NEEDED~~

Approved Assessor's Office

2. Financing


A. Seller Financing: The balance due to Seller will be evidenced by a negotiable Promissory Note of Borrower, secured by a Mortgage or Deed to Secure Debt on the Property and delivered by Buyer to Seller dated the date of closing, bearing an annual interest rate of 7.9 % and payable at \$800.00 per month for 36 months, at which time the payment amount will be increased to \$1100.00 for an additional 38 months which includes ; does not include , an escrow for property taxes and hazard insurance (which will vary). Loan amount includes loan discount point(s). This loan contains a _____ %

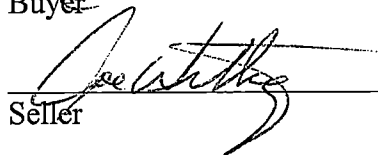
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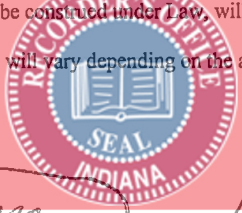
as liquidated damages. Buyer will make application for financing within five days of the date of acceptance of the Agreement and in a timely manner furnish any and all credit, employment, financial and other information required by the lender. In the event the original loan application is denied, Buyer, if requested by Seller, will reapply within five days of such request to an alternate institution. Seller has the option to substitute itself as an alternative-financing source. Unless such mortgage loan is approved without continued contingencies other than those elsewhere covered in this Agreement within thirty (30) days of the date of acceptance of this agreement, Seller will have the right to terminate this Agreement, and the Buyer will return to Seller all the title evidence and surveys received from seller
Buyer's Initials _____

3. **Prorations:** All taxes, rentals, condominium or association fees, monthly mortgage insurance premiums and interest on loans will be prorated as of the date of closing. Purchaser is responsible for all taxes. Payable starting in May of 2015.
4. **Title insurance:** Purchaser can purchase Title Insurance. Title insurance commitment for an owner's policy in the amount of the purchase price. Any expense of curing title, including but not limited to legal fees, discharge of liens and recording fees will be paid by Purchaser.
5. **Wood destroying Organism Report:** "Wood Destroying Organism" means any arthropod or plant life which damages a structure. Buyer, may have property inspected by a Certified Pest Control Firm to determine whether there is any visible active wood destroying organism infestation or visible existing structural damage from wood destroying organisms to the improvements. If Buyer is informed of either or both of the foregoing, Seller will have seven (7) days from receipt of written notice within which to have all such wood destroying organism damages inspected and estimated by a licensed building or general contractor. Seller will pay costs of treatment and repair of all structural damage up to one percent (1%) of the purchase price-
6. **Title Examination and Time for Closing:** A. If title evidence and survey, as specified above, show Seller is vested with a marketable title, subject to the usual exceptions contained in title insurance commitments (such as exceptions for survey, current taxes, zoning ordinances, covenants, restrictions and easements of record), the transaction will be closed and the deed and other closing papers delivered on or before **Jan 30, 2015** unless extended by other conditions of this Agreement or this agreement is canceled by the Buyer.
7. **If title evidence or survey reveals any defects which render the title unmarketable,** Buyer will have 7 days from receipt of title commitment and survey to notify Seller of such title defects and Seller agrees to use reasonable diligence to cure such defects at Seller's expense and will have 30 days to do so, in which event this transaction will continue.
8. **Property Condition:** Seller agrees to deliver the Property in its PRESENT AS-IS CONDITION except as otherwise set forth herein. Seller does hereby certify and represent that Seller has the authority and capacity to convey the Property with all improvements. Seller further certifies and represents that Seller knows of no latent defects to the Property and knows of no facts materially affecting the value of the Property except the following. Buyer has inspected the Property and accepts the Property in its PRESENT AS-IS CONDITION, except as otherwise specified herein.
9. **Personal Property:** Included in the purchase price are all fixed equipment including carpeting, floor coverings, ceiling fans, dishwasher, range, range hood, drapery hardware, attached lighting fixtures, mailbox, fence, plants, and shrubbery as now installed on the property, and these additional items:

10. **Default and Attorney's Fees:** Should Buyer elect not to fulfill Buyer's obligations under this Agreement, all earnest monies will be retained by the Seller as liquidated damages and full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this Agreement. If Seller defaults under this agreement, the Buyer may seek specific performance or elect to receive in return of the Buyer's earnest money deposit. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs including reasonable attorney's fees.
11. **Entire Agreement:** There are no other agreements, promises or understandings between these parties, except as specifically set forth herein. This legal and binding Agreement will be construed under Law, will not be recorded and if not understood, parties should seek competent legal advice.
12. **Escrow amounts :** the amount used for escrow will vary depending on the amount of taxes due and the amount needed for homeowners insurance


Buyer _____ Date 12/30/14


Seller _____ Date _____



ADDENDUM # 1 TO PURCHASE AGREEMENT

1 This Addendum is attached to and made a part of Purchase Agreement dated December 1, 2015
2 on property known as 5400 Massachusetts St
3 Gary, Indiana, Zip 46410-1641 (the "Property").

4 Further Conditions:

5 In addition this purchaser shall be added to the contract : Jesse Barbee
6 also purchaser's name changed by marriage to Marriette Barbee

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28 **All other terms and conditions of the Purchase Agreement remain unchanged.**

29 This Addendum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an
30 original, but all of which together shall constitute one and the same instrument. The parties agree that this Addendum
31 may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted
32 signatures constitute original signatures and are binding on the parties. The original document shall be promptly
33 delivered, if requested.

34 By signature below, the parties acknowledge receipt of a signed copy of this Addendum.

35
36 BUYER'S SIGNATURE _____ DATE _____ BUYER'S SIGNATURE _____ DATE _____

37 MARRIETTE L. COLEMAN _____ JESSE BARBEE _____
38 PRINTED PRINTED

39
40 SELLER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____

41 INDIANA HOME BUYERS _____
42 PRINTED PRINTED



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