

A

LAND CONTRACT

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 002318

2016 JAN 14 PM 1:14

This Agreement is made and entered into by and between GENEVIEVE H. SOSNOWSKI, hereinafter referred to as SELLER, and MARIA D. MENDEZ, hereinafter referred to as BUYER.

MICHAEL B. BROWN
RECORDER

WITNESSETH: The SELLER, for herself, her heirs and assigns, does hereby agree to sell to the BUYER, her heirs and assigns, the following real estate commonly known as: 7334 Jefferson Ave., Hammond, Indiana 46324 and further described as:

LOT 2 BLOCK 2 TIMMS PRAIRIE VIEW ADDITION TO HAMMOND, AS SHOWN IN PLATT BOOK 16, PAGE 29, IN LAKE COUNTY INDIANA.

Parcel Number: 45-06-13-228-020.000-023

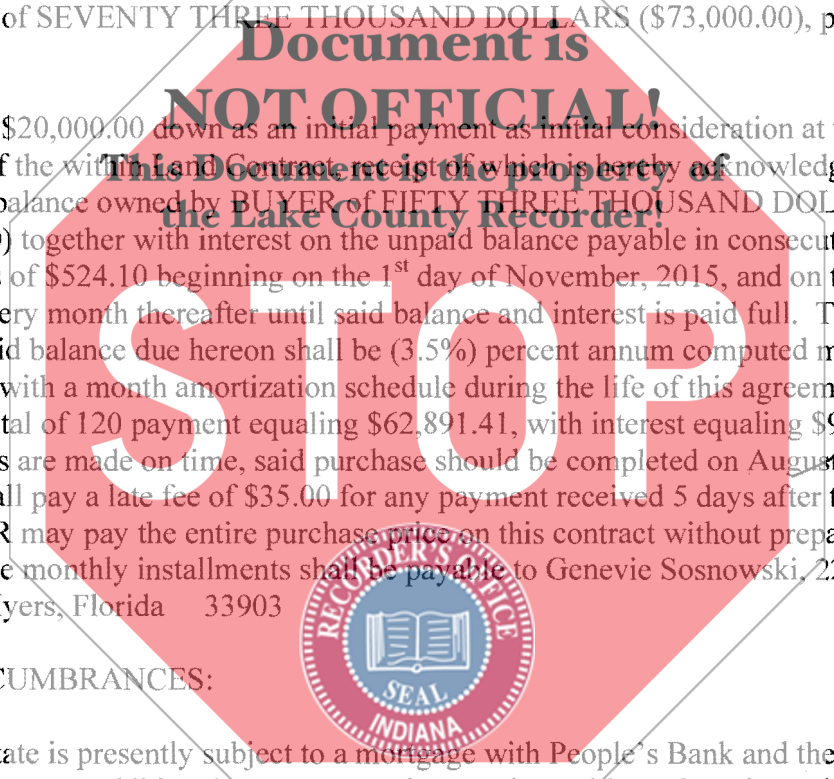
Together with all appurtenances, rights, privileges, and all buildings and fixtures in the present condition location upon said property.

1. CONTRACT PRICE, METHOD OF PAYMENT, INTEREST RATE:

In consideration whereof, the BUYER agrees to purchase the above described property for the sum of SEVENTY THREE THOUSAND DOLLARS (\$73,000.00), payable as follows:

The sum of \$20,000.00 down as an initial payment as initial consideration at the time of execution of the within and Contract receipt of which is hereby acknowledged, leaving a principal balance owned by BUYER of FIFTY THREE THOUSAND DOLLARS (\$53,000.00) together with interest on the unpaid balance payable in consecutive monthly installments of \$524.10 beginning on the 1st day of November, 2015, and on the 1st day of each and every month thereafter until said balance and interest is paid full. The interest on the unpaid balance due hereon shall be (3.5%) percent annum computed monthly, in accordance with a month amortization schedule during the life of this agreement. There shall be a total of 120 payment equaling \$62,891.41, with interest equaling \$9,891.41. If all payments are made on time, said purchase should be completed on August 2025. November 2025. BUYER shall pay a late fee of \$35.00 for any payment received 5 days after the due date. The BUYER may pay the entire purchase price on this contract without prepayment penalty. The monthly installments shall be payable to Genevie Sosnowski, 228 Trevino Ct. N. Ft. Myers, Florida 33903

FILED
JAN 14 2016
JOHN E. PETALAS
LAKE COUNTY AUDITOR



November 2025.
M. M.
KRL

2. ENCUMBRANCES:

Said real estate is presently subject to a mortgage with People's Bank and the SELLER shall not place any additional mortgage on the premises without the prior written permission of the BUYER.

3. EVIDENCE OF TITLE:

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AS
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The SELLER shall be required to provide an abstract or guarantee of title, state of title, title insurance, or such other evidence of title to BUYER'S satisfaction.

4. RECORDING OF CONTRACT:

The BUYER agrees to record this contract at the Lake County Recorder's Office after the execution of same.

5. REAL ESTATE TAXES:

Real estate taxes to the County Treasurer shall be placed in the BUYER'S name throughout the term of this agreement. Payment of taxes for the year 2015 shall be the responsibility of the SELLER, with the BUYER being solely responsible for all subsequent years, and all taxes shall be paid immediately when due.

6. INSURANCE AND MAINTENANCE:

The BUYER shall insure the property with a policy against fire and extended coverage to the benefit of both parties as their Interests may appear herein. Said policy shall be for an amount no less than the purchase price in this contract, payment of which shall be the responsibility of the BUYER.

BUYER shall keep the building in a good state of repair at the BUYER'S expense. At such time as the SELLER inspects the premises and finds that repairs are necessary, SELLER shall request that the repairs be made within sixty (60) days at the BUYER'S expense. The BUYER has inspected the premises constituting the subject matter of this Land Contract and it is agreed that said premises are being sold to the SELLER as the same now exists.

7. POSSESSION:

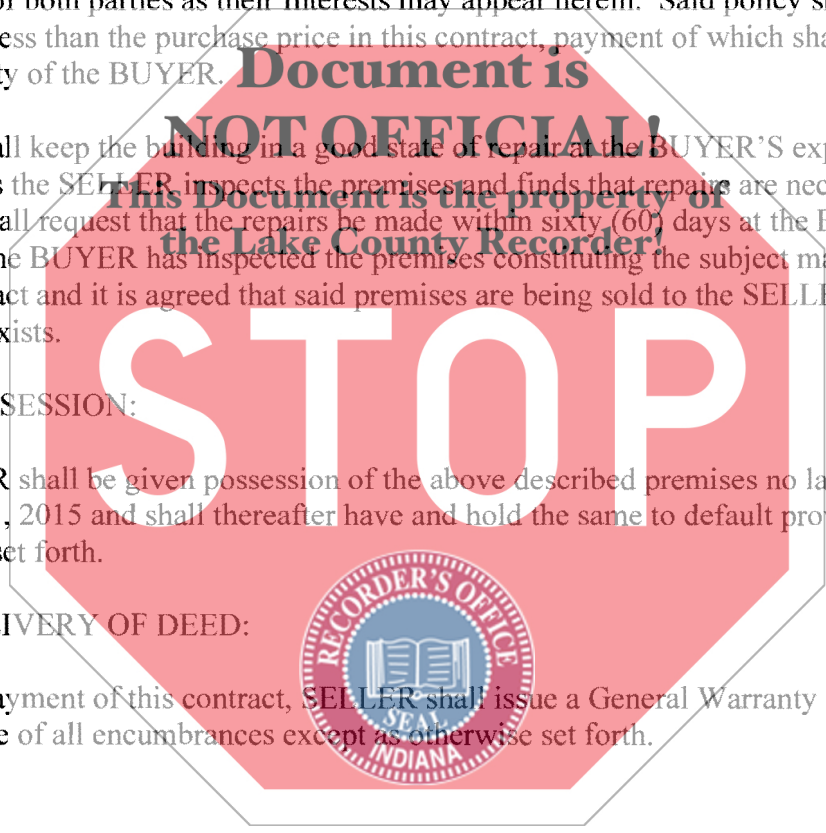
The BUYER shall be given possession of the above described premises no later than November 1, 2015 and shall thereafter have and hold the same to default provisions hereinafter set forth.

8. DELIVERY OF DEED:

Upon full payment of this contract, SELLER shall issue a General Warranty Deed to the BUYER free of all encumbrances except as otherwise set forth.

9. DEFAULT BY BUYER:

If an installment payment to be made by the BUYER under the terms of this Land Contract is not paid by the BUYER when due or within thirty (30) days thereafter, the



entire unpaid balance shall become due and collectable at the election of the SELLER and the SELLER shall be entitled to all the remedies provided for by the laws of the state of Indiana and/or to do any other remedies and/or seek relief now or hereafter provided for the law to such SELLER; and in the event of the breach of this contract in any other respect by the BUYER, SELLER shall be entitled to all relief now hereinafter provided for by the laws of Indiana. Should the BUYER breach this agreement in any way, the SELLER in addition to the remedies cited above shall be entitled to damages which shall include, but not limited to, all payments made by BUYER to SELLER under this contract and all of SELLER'S reasonable attorney fees incurred by SELLER as a result of BUYER'S default.

Waiver by the SELLER of a default or a number of defaults in the performance hereof by the BUYER shall not be construed as a waiver of any future default no matter how similar.

10. GENERAL PROVISIONS:

There are no known pending orders issued by any governmental authority with respect to this property other than those spelled out in this Land Contract prior to closing date for the execution of the contract.

11. SPECIAL PROVISIONS:

Parties shall exchange a Property Disclosure Form and Lead Paint Disclosure form.

Closing costs to be split equally.

12. ENTIRE AGREEMENT:

It is agreed that this instrument and any addendum mutually entered into and, by reference to this agreement, made a part hereof constitutes the entire agreement of the parties, and which shall be binding upon each of the parties, their administrators, executors, heirs and assigns. It is further agreed that neither party is relying upon any representation not contained herein.

13. In the event of my death, all future payments to be made to Annomaine Pearson.

M.M.

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IN WITNESS WHEREOF, the parties have set their hands this 5 day of October, 2015.

Genevieve H. Sosnowski
SELLER

Maria D. Mendez
BUYER

STATE OF INDIANA
COUNTY OF LAKE

On this 5 day of October, 2015, before me a Notary Public in and for said county and state, personally came Genevieve H. Sosnowski, Seller, and Maria D. Mendez, Buyer, in the forgoing Land Contract and acknowledged and signing thereof to be their voluntary act and deed.



This instrument was prepared by Nick A. Perko III, 3037 45th Ave. Highland, IN at the specific request of owner or representatives and is based solely on information supplied by one or more of those parties and without examination for accuracy. This preparer assumes no liability for any errors, inaccuracy or omissions in this instrument resulting from the information provided. The parties accept this disclaimer by owner's execution of this document.

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.

Nick A. Perko III
NICK A. PERKO III