

Document being re-recorded to include legal description *Legal*

5

2017 002707

2017 JAN 13 PM 4:42, 2016

MICHAEL B. BROWN  
RECORDER

RECEIVED FROM: Elka Child Educational Center, Inc. (BUYER)

To: Eleanor O. Hill Trust (SELLER)

PROPERTY ADDRESS: 631-37 Lake Street, GARY, INDIANA 46403

PURCHASE PRICE: \$125,000.00

DOWN PAYMENT: \$25,000.00 minus Seller's rental credit of \$11,550.00. As adjusted Buyer's down payment shall be \$13,450.00

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

The Buyer shall pay Seller upon the following terms and conditions:

TERM: SHALL BE ONE HUNDRED AND EIGHTY (180) MONTHS WITH INTEREST AT A RATE OF 5% PER ANNUM. THERE SHALL BE NO PRE-PAYMENT PENALTY

During the period of March 2, 2016 to March 2, 2031 Buyer's payment shall be \$790.79. Each payment shall be due and payable on or before the Fifteenth day of each month for the term as stated above. Any payments received by Buyer beyond the fifteenth of the month shall be accompanied by the payment of a 10% late fee.

WITNESSETH: That if the Buyer shall first make the payments and perform the covenants mentioned herein or part to be performed, the Seller hereby covenants and agrees to convey and assure to the Buyer, by Warranty Deed all her right title and interest in 631-37 Lake Street situated in the County of Lake, City of Gary, State of Indiana, known and Legally Described as follows in:

2016 027173

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2016 MAY-4 AM 11:18  
MICHAEL B. BROWN  
RECORDER

FILED  
JAN 13 2017  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

010321

FILED  
MAY 04 2016  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

22316

*106*  
*21-*  
*non cm*  
*CS*  
*AN*

**EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN**  
**KEY # 45-09-06-434-001.000-004**

In addition the Buyer agrees to pay all real estate taxes beginning on the date of execution of this contract and such cost are not included in the monthly payment as mentioned above. The Real Estate Taxes are to be prorated at closing. Seller shall receive evidence of such payments as they become due and after such payments are made by Buyer. The Buyer further covenants and agrees to pay any increase in taxes which may occur during the term of this Agreement.

At the time of the execution of this Agreement the Buyer shall be given full possession and control of the premises. On or before March 2, 2016 Buyer shall secure Casualty Insurance for the real estate in an amount not less than \$125,000.00. Buyer shall ensure that Seller is named in the Casualty Policy as an additional insured. Evidence of same shall be provided to Seller upon demand.

In the event that Buyer fails to make monthly payments for three months, Seller shall have the right to terminate this Contract. Buyer agrees that in such event all previous payments shall accrue to Seller as liquidated damages.

It is mutually agreed by and between the Parties that the time of payment shall be an essential term of this Contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

Buyer's interest under this Agreement may not be assigned,

mortgaged or conveyed for value without the written consent of the Seller. Likewise, Seller's interest in the real estate may not be assigned, mortgaged or conveyed for value without the written consent of the Buyer.

Waiver by Seller of a default in the performance hereof by Buyer shall not be construed as a waiver of default, no matter how similar.

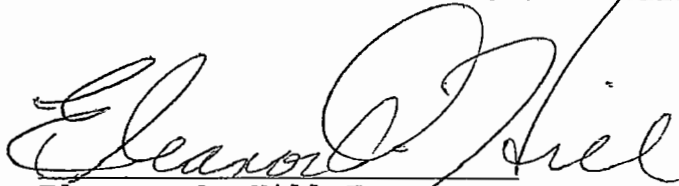
This Agreement shall be interpreted pursuant to the laws of the State of Indiana; if litigation or retaining an attorney is required to enforce the terms of this Agreement, the prevailing party, whether the Seller or Buyer, shall be entitled to attorney fees and cost.

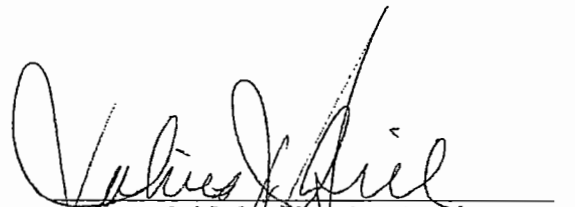
Seller agrees to convey the parcel to Buyer on the day and time that Buyer pays off the balance due under this Agreement.

Seller hereby acknowledges receipt of Buyer's down payment of \$13, 450.00 upon execution hereof.



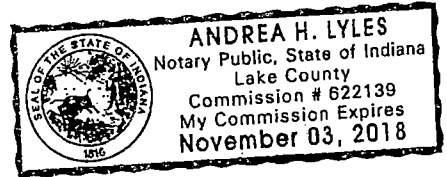
**IN WITNESS WHEREOF**, the Parties to these presents have hereunto set their hands and seals.

  
Eleanor O. Hill Trust  
Seller

  
Elka Child Ed. Center, Inc.  
By: Julius Hill, Pres.  
Buyer

NOTARY

Subscribed and sworn to before me this 2<sup>nd</sup> day of March, 2016.



NOTARY PUBLIC

MY COMMISSION EXPIRES November 03, 2018

MY COUNTY OF RESIDENCE Lake



Prepared by: Darnail Lyles, Attorneys & Counselors, 3528 Melton Road, Miller Beach, Gary, Indiana 46403, (219) 939-9529.





# PLAT OF MORTGAGE INSPECTION

Part of Lot 1 in Stern's and Moore's Subdivision of Block 6, Millers Station, in the City of Gary, as per plat thereof, recorded in Plat Book 4, page 33, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the N.W. corner of said Lot 1; thence E. along the N. line of said Lot 1 to the N.E. corner thereof, thence Southeasterly along the Easterly line of Lot 1 a distance of 8.88ft; thence W. parallel to the N. line of said Lot 1 a distance of 102.9ft thence S. at right angles 4.3ft; thence W. parallel to and 12.5ft S. of the N. line of said Lot 1 a distance of 65.4ft, more or less, to the W. line of said Lot 1; thence Northwesterly 13.60ft, more or less, to the point of beginning.

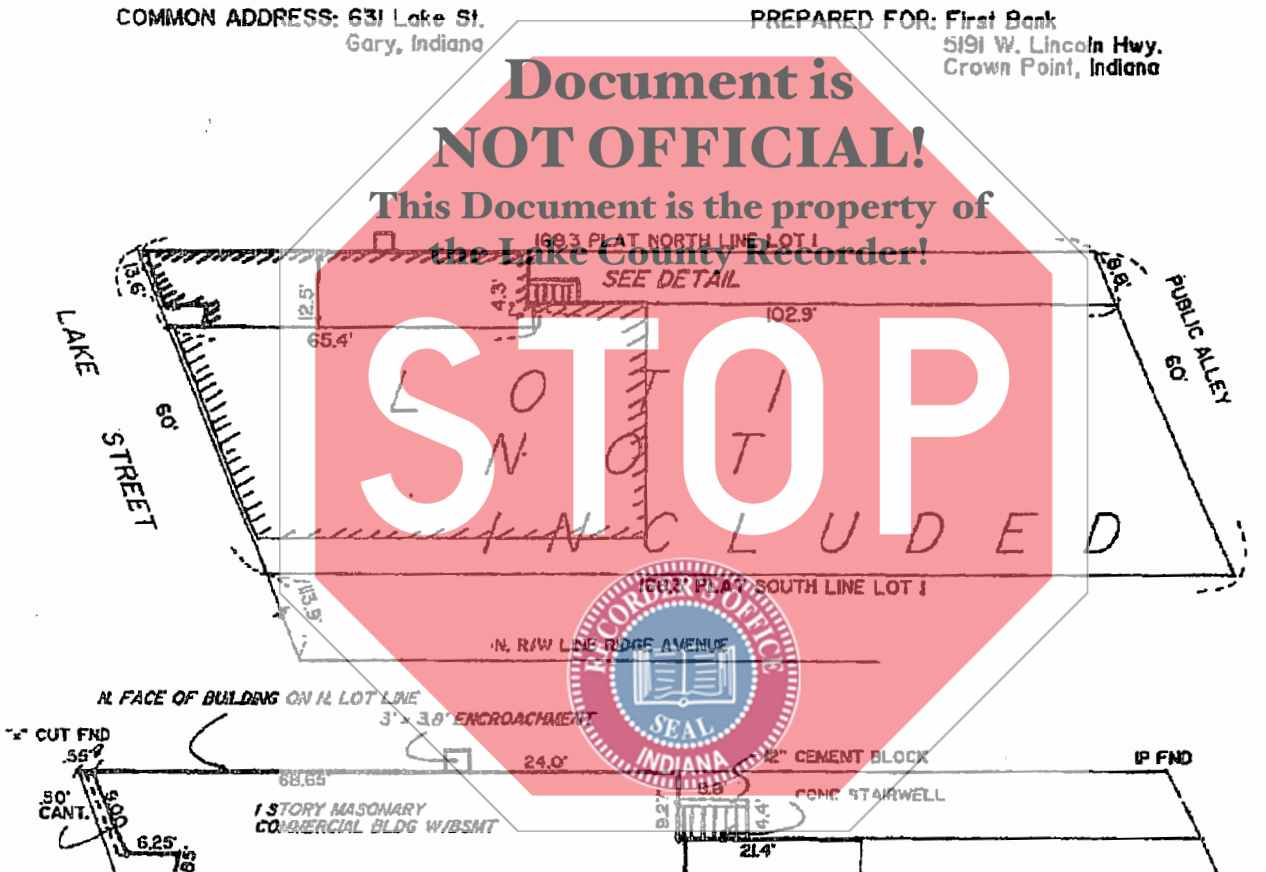
COMMON ADDRESS: 631 Lake St.  
Gary, Indiana

PREPARED FOR: First Bank  
5191 W. Lincoln Hwy.  
Crown Point, Indiana

**Document is NOT OFFICIAL!**

This Document is the property of the Lake County Recorder!

**STOP**



DETAIL  
scale: 1"=20ft



STATE OF INDIANA )  
COUNTY OF LAKE ) SS

I hereby certify that this Mortgage Inspection was prepared for MORTGAGE purposes only, and that said inspection shows buildings and out buildings as located on and within lot lines of said property and that no improvements on adjoining property encroach on the property hereinafter described

*Donald A. Shapiro*  
**SHAPIRO & ASSOCIATES**  
520 Ridge Road, Munster, Indiana 46321, (219) 836-5773  
SCALE: 1"= 30 FT. DATE: APRIL 18 1986