

10

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

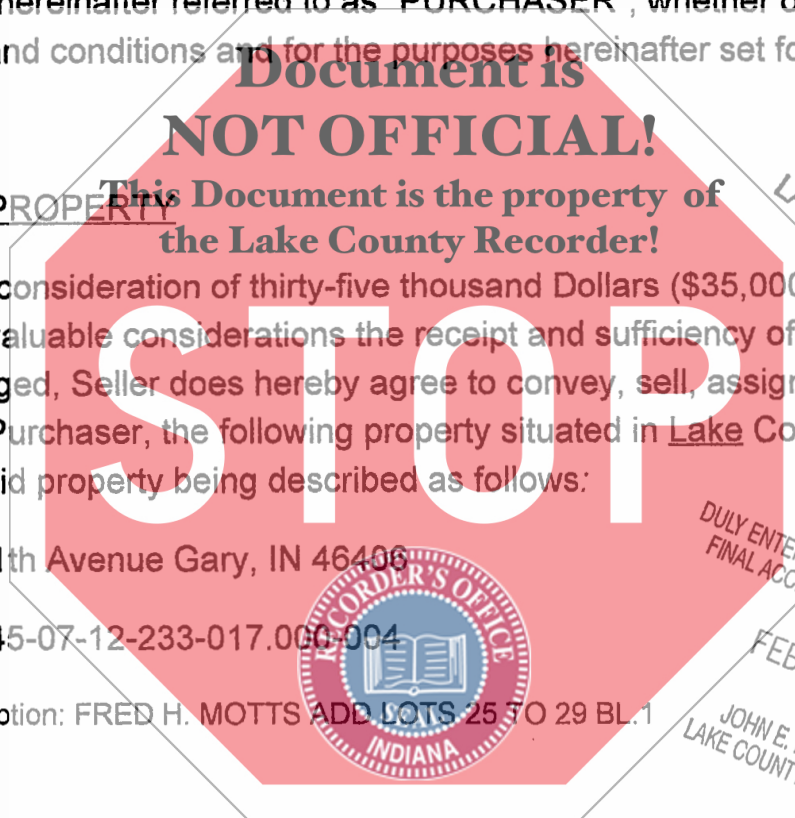
2017 008858

2017 FEB -9 PM 1:06

MICHAEL B. BROWN  
RECORDER

# Contract for Deed

THIS DAY this agreement is entered into by and between Helen Torres, hereinafter referred to as "SELLER", whether one or more, and Michael A. Bingham, hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth:



## SALE OF PROPERTY

For and in consideration of thirty-five thousand Dollars (\$35,000.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, the following property situated in Lake County, State of Indiana, said property being described as follows:

4683 W. 11th Avenue Gary, IN 46406

Parcel # : 45-07-12-233-017.000-004

Legal Description: FRED H. MOTTS ADD LOTS 25 TO 29 BL.1

**FILED**

FEB 09 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

FEB 09 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

Together with all rights of ownership associated with the property, including, but not limited to, all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, now on the premises.

**010836**

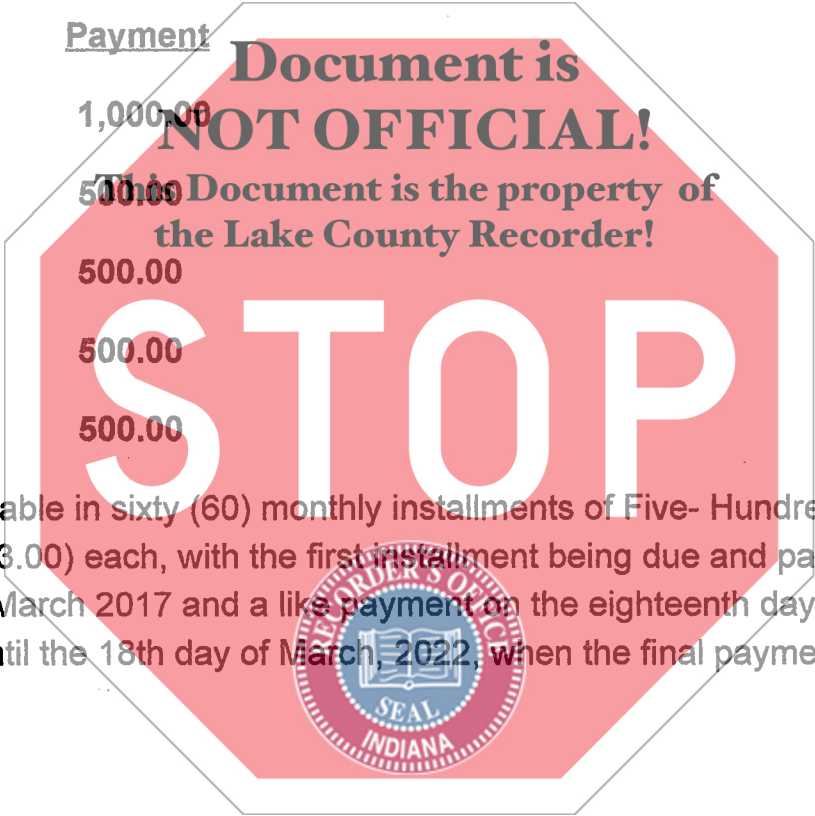
SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

\$29  
CS  
C

PURCHASE PRICE AND TERMS

The purchase price of the property shall be **\$35,000.00**. The purchaser does hereby agree to pay to the order of the Seller the sum of One Thousand Dollars (**\$1,000.00**) upon execution of this agreement, with the balance of **\$34,000.00** being due and payable as follows:

<u>Date</u>	<u>Payment</u>
01/28/2017	1,000.00
02/04/2017	500.00
02/11/2017	500.00
02/25/2017	500.00
03/04/2017	500.00



Balance payable in sixty (60) monthly installments of Five- Hundred Thirty Three Dollars (\$533.00) each, with the first installment being due and payable on the 18th day of March 2017 and a like payment on the eighteenth day of each month thereafter until the 18th day of March, 2022, when the final payment shall be due. No interest.

Time of the Essence

Time is of the essence in the performance of each and every term and provision this agreement by Purchaser.

Security

This contract shall stand as security of the payment of the obligations of Purchaser.

### Maintenance of Improvements

All improvements on the property, including, but not limited to, buildings, trees or other improvements now on the premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and shall not be removed therefrom. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the premises and all improvements in as good condition as they are now.

**Document is  
NOT OFFICIAL!**

### Condition of Improvements

Purchaser agrees that the Seller has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures locate thereon, and/or the location of the boundaries. Purchaser accepts the property in it's "as-is" condition without warranty of any kind.

### Possession of Property

Purchaser shall take possession of the property and all improvements thereon upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made. Purchaser agrees to keep the property in a good state of repair and in the event of termination of this contract, Purchaser agrees to return the property to Seller in substantially the same condition as it now exists, ordinary wear and tear excepted. Seller reserves the right to inspect the property at any time with or without notice to Purchaser.

### Taxes, Insurance and Assessments

Taxes and Assessments: During the term of this contract:

Purchaser shall pay all taxes and assessments levied against the property.

Content Insurance: Purchaser shall be solely responsible for obtaining insurance of the contents insuring contents owned by Purchaser. Seller shall be solely responsible for obtaining insurance on all contents owned by Seller.

### Default

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 14 day time period, then Seller shall have any of the following remedies, in the discretion of Seller:

(a) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein; or

The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Seller shall have the right to obtain possession by appropriate court action.

### Deed and Evidence of Title

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, as Seller's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

### Notices

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested,



rights of Seller. All attorney fees shall be payable prior to Purchaser's being deemed to have corrected any such default.

Late Payment Charges

If Purchaser shall fail to pay, within fifteen (15) days after due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of five (5%) percent of the late installment. Such charge shall be paid to Seller at the time of payment of the past due installment.

Entire Agreement

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

Amendment – Waivers

This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

Seller:

Helen Torres

1549 Tompkins St

Gary IN 46406

Purchaser:

Michael A Bingham

1933 Hendricks St

Gary, IN 46404

Assignment or Sale

Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the Seller.

Prepayment

Purchaser to have the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this contract at any time before the due date.

Attorney Fees

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any



Heirs and Assigns

This contract shall be binding upon and to the benefit of the heirs, administrators, executors, and assigns of the parties hereto.

WITNESS THE SIGNATURES of the Parties this the 28 day of January 2017.

SELLER:

Helen Torres  
Helen Torres

PURCHASER:

Michael Bingham  
Michael Bingham

**Document is NOT OFFICIAL!**

This Document is the property of the Lake County Recorder

STATE OF Indiana  
COUNTY OF Lake

The instrument was acknowledged before me on January 28, 2017 (date), by Helen Torres and Michael Bingham (name(s)).



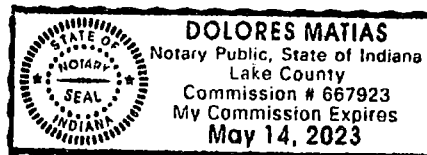
Dolores Matias

Notary Public

Printed Name: Dolores Matias

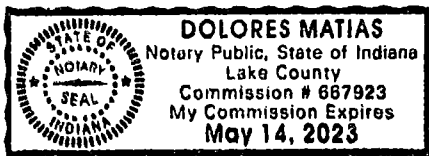
My Commission Expires:

May 14, 2023



STATE OF Indiana  
COUNTY OF Lake

The instrument was acknowledged before me on January 28, 2017 (date),  
by Helen Torres and Michael Bingham (name(s)).



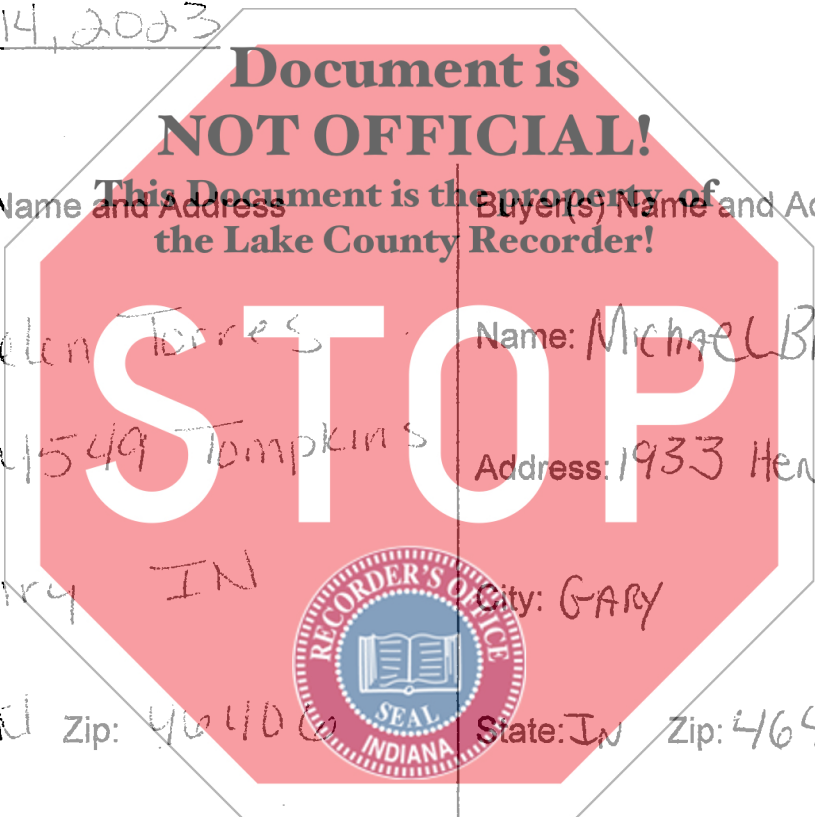
Dolores Matias

Notary Public

Printed Name: Dolores Matias

My Commission Expires:

May 14, 2023



Seller(s) Name and Address      Buyer(s) Name and Address  
**This Document is the property of the Lake County Recorder!**

Name: Helen Torres      Name: Michael Bingham

Address: 4549 Tompkins      Address: 1933 Hendricks

City: GARY IN      City: GARY

State: IN Zip: 46406      State: IN Zip: 46404

Phone: 519-484-9899      Phone: 219-614-4462



Heirs and Assigns

This contract shall be binding upon and to the benefit of the heirs, administrators, executors, and assigns of the parties hereto.

WITNESS THE SIGNATURES of the Parties this the 28 day of January 2017.

SELLER:

Helen Torres  
Helen Torres

Document is PURCHASER:

Michael Bingham  
Michael Bingham

**NOT OFFICIAL!**

This Document is the property of the Lake County Recorder!

STATE OF Indiana

COUNTY OF Lake

The instrument was acknowledged before me on January 28, 2017 (date), by Helen Torres and Michael Bingham (name(s)).



Dolores Matias

Notary Public

Printed Name: Dolores Matias

My Commission Expires:

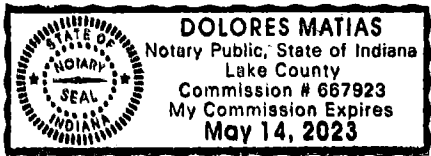
May 14, 2023



STATE OF Indiana

COUNTY OF Lake

The instrument was acknowledged before me on January 28, 2017 (date),  
by Helen Torres and Michael Bingham (name(s)).



Dolores Matias

Notary Public

Printed Name: Dolores Matias

My Commission Expires:

May 14, 2023

**Document is  
NOT OFFICIAL!**

**Seller(s) Name and Address** | **Buyer(s) Name and Address**  
**This Document is to be filed with the Lake County Recorder!**

Name: Helen Torres

Name: Michael Bingham

Address: 4549 Tompkins

Address: 1933 Hendricks

City: GARY IN

City: GARY

State: IN Zip: 46406

State: IN Zip: 46404

Phone: 219-484-9899

Phone: 219-614-4462

