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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL B. BROWN
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WHEN RECORDED RETURN TO:

Samuel Thomas
POB 453
Roselawn, IN 46372

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the Lake County Recorder!

STOP

CONTRACT FOR DEED

This Contract ("Contract") is effective as of June 01, 2017 by and between
- Jat Homes LLC, Amy Thomas, President,
hereinafter referred to as "SELLER," whether one or more, and
- Samuel Thomas, 1123 N 557 E, Demotte, Newton County, Indiana, 46310,
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 1123 Westwood Dr,
Shelby, Indiana 46377 in Lake County and is legally described as

see exhibit A.

hereinafter referred to as "the Property." 45-24-33-176-008.000.007

PURCHASE PRICE. The agreed upon sales price for the Property is \$39,000.00 with
interest from June 01, 2017, on the unpaid principal at the rate of 6% per annum.

TERMS OF PAYMENT. Payments under this contract should be submitted to Jat
Homes LLC at PO Box 453, Roselawn, Indiana 46310.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 6%
annually until paid.

FILED

OCT 12 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

027911

#25⁰⁰
Cash
CAB

The unpaid principal and accrued interest shall be payable in monthly installments of \$432.98, beginning on July 1, 2017, and continuing until June 1, 2027 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

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.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of \$50.00 for each installment that remains unpaid more than 10 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

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.

Buyer 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 Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer 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 Buyer shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:
Amy Thomas
11723 N 557 E
DeMotte, Indiana, 46310
2196693442



**CONTRACT FOR DEED
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before purchasing pre-1978 housing, Seller's must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Buyers must also receive a federally approved pamphlet on poisoning prevention.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (Check (i) or (ii) below):

(i) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgment (initial)

(e) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy



BUYER:

9/9/17

DATED:

[Handwritten Signature]

Samuel Thomas
11723 N 557 E
Demotte, Indiana, 46310

STATE OF INDIANA, ss: COUNTY OF NEWTON, ss:

This instrument was acknowledged before me on this 9 day of September, 2017 by Samuel Thomas.

This Document is the property of the Lake County Recorder!

[Handwritten Signature]
Notary Public



ITZEL HERNANDEZ
NOTARY PUBLIC - JASPER COUNTY
MY COMMISSION EXPIRES APRIL 14, 2025

FSR
Title (and Rank)

My commission expires April 14, 2025



SELLER:

DATED: 9-9-17

Amy Thomas (pres)
Amy Thomas, President, on behalf of
Jat Homes LLC
11723 N 557 E
Demotte, Indiana, 46310

STATE OF INDIANA, COUNTY OF Newton, ss:

This instrument was acknowledged before me on this 9 day of September, 2017 by Amy Thomas, President, on behalf of Jat Homes LLC.

This Document is the property of the Lake County Recorder!



ITZEL HERNANDEZ
NOTARY PUBLIC - JASPER COUNTY
MY COMMISSION EXPIRES APRIL 14, 2025

Itzel Hernandez
Notary Public

FSR.
Title (and Rank)

My commission expires April 14, 2025



EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, AND RUNNING THENCE SOUTH 1 DEGREE, 190 FEET; THENCE WEST 362.95 FEET; THENCE SOUTH 28 DEGREES 02 MINUTES EAST, 112 FEET; THENCE SOUTH 60 DEGREES 38 MINUTES WEST, 190.20 FEET; THENCE NORTH 41 DEGREES 27 MINUTES WEST, 96.70 FEET; THENCE SOUTH 63 DEGREES 08 MINUTES WEST, 115.90 FEET; THENCE NORTH 74 DEGREES 50 MINUTES WEST, 254 FEET; THENCE SOUTH 22 DEGREES 54 MINUTES WEST, 272.5 FEET; THIS POINT IS THE BEGINNING OF THIS DESCRIPTION), THENCE SOUTH 39 DEGREES 19 MINUTES EAST, A DISTANCE OF 55 FEET; THENCE SOUTH 02 DEGREES 18 MINUTES WEST, 88.8 FEET TO THE NORTH BANK OF SHADY SHORE CHANNEL; THENCE WESTERLY ALONG SAID BANK 50 FEET; THENCE NORTH 07 DEGREES 59 MINUTES EAST, A DISTANCE OF 116 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 1190 FEET; THENCE WEST 362.95 FEET; THENCE SOUTH 28 DEGREES 02 MINUTES EAST, 112 FEET; THENCE SOUTH 60 DEGREES 38 MINUTES WEST, 190.20 FEET; THENCE NORTH 41 DEGREES 27 MINUTES WEST, 96.70 FEET; THENCE SOUTH 63 DEGREES 08 MINUTES WEST, 115.90 FEET; THENCE NORTH 74 DEGREES 50 MINUTES WEST, 254 FEET; THENCE SOUTH 22 DEGREES 54 MINUTES WEST, 272.5 FEET; THENCE NORTH 82 DEGREES 01 MINUTES WEST, 50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 07 DEGREES 59 MINUTES WEST, 98 FEET TO THE NORTHERLY BANK OF SHADY SHORE CHANNEL; THENCE WESTERLY ALONG SAID BANK 50 FEET; THENCE NORTH 07 DEGREES 59 MINUTES EAST 88 FEET; THENCE SOUTH 82 DEGREES 01 MINUTES EAST, 50 FEET TO THE PLACE OF BEGINNING.

PARCEL 3: PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 1190 FEET; THENCE WEST 362.95 FEET; THENCE SOUTH 28 DEGREES 02 MINUTES EAST, 112 FEET; THENCE SOUTH 60 DEGREES 38 MINUTES WEST, 190.20 FEET; THENCE NORTH 41 DEGREES 27 MINUTES WEST, 96.70 FEET; THENCE SOUTH 63 DEGREES 08 MINUTES WEST, 115.90 FEET; THENCE NORTH 74 DEGREES 50 MINUTES WEST, 254 FEET; THENCE SOUTH 22 DEGREES 54 MINUTES WEST, 272.5 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 07 DEGREES 59 MINUTES WEST, 116 FEET TO THE NORTHERLY BANK OF SHADY SHORE CHANNEL; THENCE WESTERLY ALONG SAID BANK, 50 FEET; THENCE NORTH 07 DEGREES 59 MINUTES EAST, 98 FEET; THENCE SOUTH 82 DEGREES 01 MINUTES EAST, 50 FEET TO THE PLACE OF BEGINNING.

Loan No. 7091558499