

This Contract ("Contract") is effective as of December 18, 2017 by and betwee

- House Services, Laci Hezelfal Israel, Chief Executive Manager, hereinafter referred to as "SEILLER, a whether one tor more and er!

- Maserati Garcia, 1166 Summer St, Hammond, Lake County, Indiana, 46326, co 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 1166 Summer St, Hammond, Indiana 46320 in Lake County and is legally described as the following:

The Easterly 37 1/2 feet of Lot Numbered 2, Block 5 as shown on the recorded plat of Redivision of Helberg's Oak Ridge Addition to Harmond recorded in Plat Book 3, page 23 in the Office of the Recorder of Lake County, Indiana.

hereinafter referred to as "the Property.

PURCHASE PRICE. The agreed upon sales three for the Property is \$78,000.00 with interest from 12/18/2017, on the unpaid principal at the rate of 4.5% per annum.

TERMS OF PAYMENT. Payments under this contract should be submitted to House Services LLC at 1546 Joliet St, Dyer, Indiana 46311. Payments may also be deposited directly into the House Services LLC checking account by the buyer. Currently the House Services LLC checking account is held at Chase Bank with the last 4 digits of the account number ending in 1907.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 4.5% annually until paid.

DEC 18 2017

JOHN E. PETALAS LAKE COUNTY AUDITOR 029735

The unpaid principal and accrued interest shall be payable in monthly installments of \$493.47, beginning on January 18, 2018, and continuing until December 18, 2037 (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. If the buyer is unable to immediately pay the remaining unpaid principal balance and any monthly loan servicing fees, then buyer agrees to release any and all rights or claims to the property back to the seller upon the seller's request. If the seller upon reclaiming the property, continues to hold the property as a rental, or chooses to enter into a new contract for deed with another party, then no consideration or credit will be given to the buyer for the payments already made. However, if the seller sells the property within one year of having reclaimed the property, then seller shall credit or pay back to buyer the portion of principal only that the buyer paid but only up to 70% of the sales price of the property.

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the Lake County Recorder!

LATE PAYMENT CHARGE. There will be no late payment charge for payments received after the Due Date.

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. R

ENCUMBRANCES. The Seller guarantees no additional mortgages or loans will be taken on this property without the consent of the Buyer. In the event the Seller defaults on any mortgage on the Property, the Buyer can pay on the mortgage and receive credit under this Contract for all payments. The Seller herein discloses the Property sold under this contract is currently encumbered in the following manner:

Centier Bank 9701 Indianapolis Blvd Highland, Indiana, 46322 \$27,913.66

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 agrees to list House Services LLC as additional insured. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property if the buyer wishes to have insurance coverage on personal property. The seller may choose to continue to have the property insured under the name of House Services LLC with the seller's insurance agency of choice, and buyer agrees to pay the premium due if seller elects to use this option.

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.

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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 50 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 50 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Special 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 may provide only at buyer's request and expense, and upon execution of this contract, an abstract evidencing clear title or other accepted title documents with the exception of those items listed under the encumbrances section of 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. The seller may assign or transfer this Contract without prior written consent of the other party. The buyer may NOT 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.

OTHER PROVISIONS. Seller only may have the option to reduce the interest rate in the future, but may not raise it. If the seller reduces the interest rate, the seller may choose to charge a loan servicing fee of \$15.00 per month until the loan is paid in full.

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: Hezekiah Israel 1546 Joliet St Dyer, Indiana, 46311 (312) 982-3440



SELLER:
DATED: 12/18/17
Hezekiah Israel, Chief Executive Manager, on behalf of House Services, LLC 1546 Joliet St Dyer, Indiana, 46311
STATE OF INDIANA, COUNTY OF LAKE, ss:
This instrument was acknowledged before me on this day of by Hezekiah Israel, Chief Executive Manager, on behalf of House
This Dogument is the property of



DATED: 12/18/19	_
Maserati Garcia 1166 Summer St Hammond, Indiana, 46320	_
	OFFICIAL! ent is the property of County Recorder Notary Public Title (and Rank) My commission expires Notary Public State of Indiana House State of Indiana Notary Public State of Indiana Notary Public State of Indiana
	My Comm. Expires Feb 22. 2018

BUYER:

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	Document is
(a) Presence of lead-based p	aint and/or lead-based paint hazards (Check (i) or (ii) below):
	is an early or lead-based paint navards are offesent in the housing the Lake County Recorder!
(ii) X Seller has no kno housing.	owledge of lead-based paint and/or lead-based paint hazards in the
(b) Records and reports avai	ilable to the Seller (Check (i) or (ii) below):
based paint and/or lead-base (ii) X Seller has no report hazards in the housing. Buyer's Acknowledgment (i	orts or records pertaining to lead-based paint and/or
(d) <u>M.J.</u> Buyer has receive	ed the pamphlet Protect Your Family From Lead In Your Home.
Agent's Acknowledgment (i	nitial)
(e) Agent has informing aware of his/her responsible.	ed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and bility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

The description Date 12/18/17

Hezekiah Israel

NOT OPERATED

Maserati Gare This Document is the property of the Lake County Recorder!

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