

2017-080146

2017 081397

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 NOV 30 PM 2:55

MICHAEL B. BROWN  
RECORDER

# Quitclaim Deed

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

RECORDING REQUESTED BY STEPHANIE SUANTNER

AND WHEN RECORDED MAIL TO: STEPHANIE SUANTNER, Grantee(s)

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DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

NOV 30 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

Consideration: \$ 100.00  
Property Transfer Tax: \$ 0  
Assessor's Parcel No.: 45-09-16-180-005.000-021

PREPARED BY: JOSEPH BERGER certifies herein that he or she has prepared this Deed.

Signature of Preparer: [Signature] Date of Preparation: X 10/16/17

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

Printed Name of Preparer: JOSEPH BERGER



DEC 19 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

THIS QUITCLAIM DEED, executed on LAKE in the County of LAKE, State of INDIANA

by Grantor(s), JOSEPH A BERGER AKA JOSEPH BERGER  
whose post office address is 6945 BROADWAY HERRILLVILLE IN 46410  
to Grantee(s), STEPHANIE SUANTNER 2718 STORI LANE **032371**  
whose post office address is VALPARAISO IN. 46383

WITNESSETH, that the said Grantor(s), JOSEPH A BERGER,  
for good consideration and for the sum of TEN THOUSAND DOLLARS  
(\$ 10,000) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,  
does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

\$25.00  
CASH  
[Signature]  
25.  
CASH  
[Signature]

RECORDING WITHOUT MIDDLE INITIAL IN NAME.

43242

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of LAKE, State of INDIANA and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S): AKA Jill Blum  
Jill Blum  
Signature of Grantor AKA JOSEPH BERGER Signature of Second Grantor (if applicable)

JOSEPH A BERGER  
Print Name of Grantor JOSEPH A BERGER Print Name of Second Grantor (if applicable)

W. Matthews  
Signature of First Witness to Grantor(s) W. Matthews Signature of Second Witness to Grantor(s)

W. Matthews  
Print Name of First Witness to Grantor(s) W. Matthews Print Name of Second Witness to Grantor(s)

GRANTEE(S):  
STEPHANIE SWANTNER  
Signature of Grantee STEPHANIE SWANTNER Signature of Second Grantee (if applicable)

STEPHANIE SWANTNER  
Print Name of Grantee STEPHANIE SWANTNER Print Name of Second Grantee (if applicable)

W. Matthews  
Signature of First Witness to Grantee(s) W. Matthews Signature of Second Witness to Grantee(s)

W. Matthews  
Print Name of First Witness to Grantee(s) W. Matthews Print Name of Second Witness to Grantee(s)

"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"  
PREPARED BY: SAS



NOTARY ACKNOWLEDGMENT

State of Indiana

County of Porter

On October 18, 2017, before me, Teresa L. White, a notary public in and for said state, personally appeared, Stephanie Svantner  
Joseph A. Berger

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Teresa L. White  
Signature of Notary

Affiant Known \_\_\_\_\_

Type of ID Indiana Driver License  
892-30-2110

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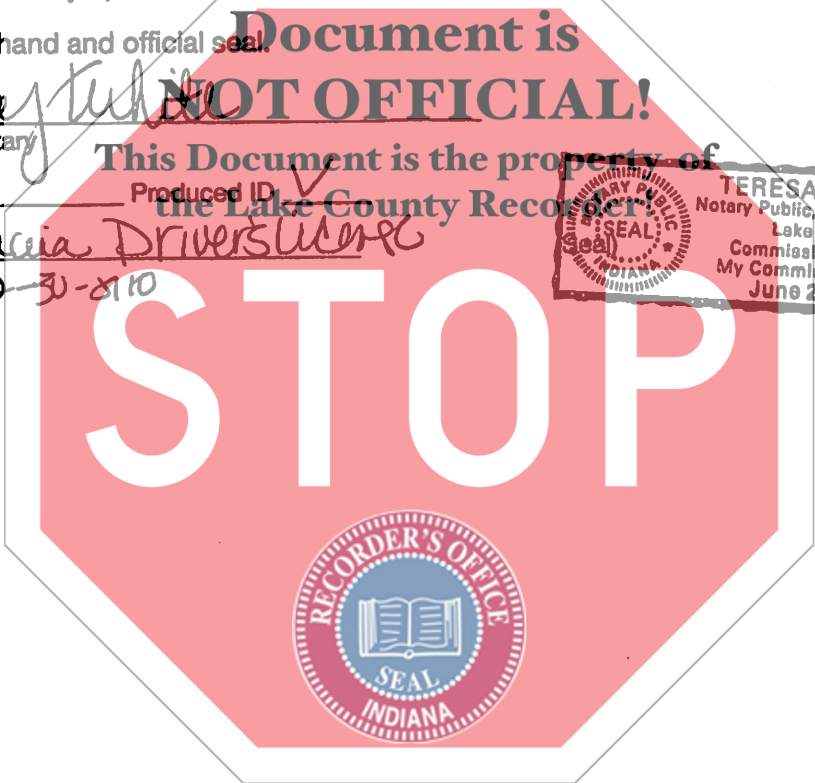
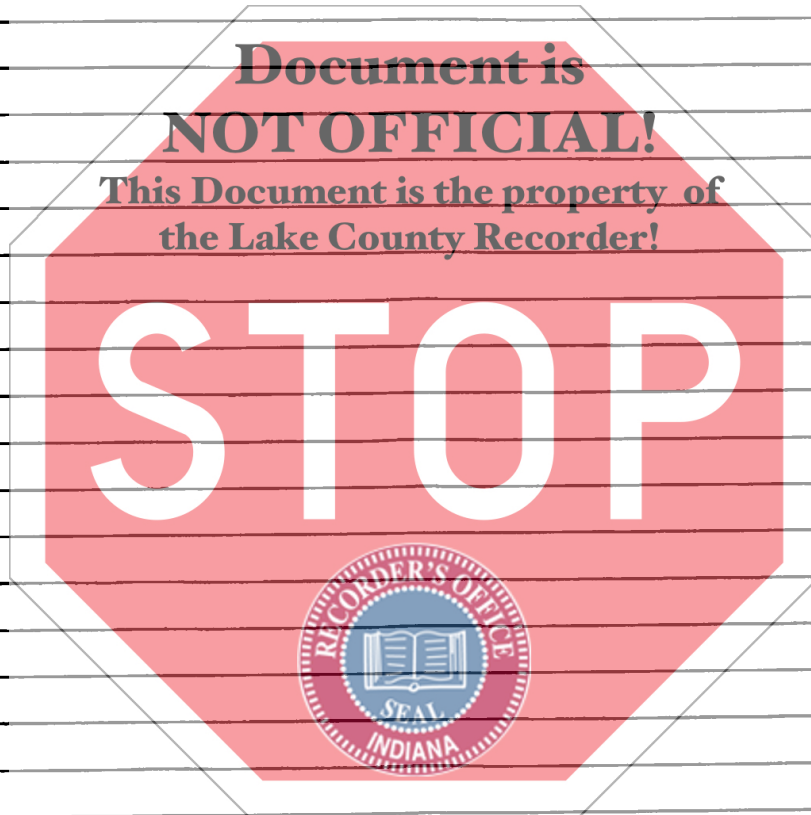


Exhibit "A"

E. GARY REAL ESTATE CO'S 1<sup>ST</sup> ADD.  
BLD. 7 LOTS 445

COMMONLY KNOWN AS. 3923 CENTRAL AVE.  
LAKE STATION, MI. 46405



**OFFER TO PURCHASE REAL ESTATE**

STEPHANIE SWANTNER ("Purchaser"), hereby agrees to purchase from JOSEPH A. BERGER ("Seller"), the following described real estate, together with all improvements thereon, located in LAKE County, Indiana, and commonly referred to as 3973 CENTRAL AVE. LAKE STATION IN. 46405, ("Property"). The Property is more particularly described on Exhibit "A" Title examination.

**Purchase Price.** The Purchaser hereby agrees to pay to the Seller and the Seller hereby agrees to accept from the Purchaser, the price of TEN THOUSAND 00/100 (\$10,000<sup>00</sup>) ("Purchase Price"). The Purchase Price, or such greater or lesser amounts as may be required after credits, adjustments, and proration's of rent, insurance and other items of account is payable ~~in cash~~ at closing.

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**Acceptance.** This Offer to Purchase must be accepted by the Seller on or before 12 a.m./p.m. on the 16 day of OCT. 2018. The Purchaser may declare it void. The date of the acceptance by Seller shall be the date of this contract.

**Damages and Waste.** This Offer to Purchase is further conditioned upon delivery of the Property in its present condition, and in the event of material damage by fire or otherwise before closing, Purchaser may declare the Offer void. All insurance held by Seller with respect to the premises shall be cancelled upon final settlement by Seller and Seller retains all rights of said insurance until closing.

**Title and Title Evidence.** The Seller shall furnish marketable title and shall convey the Property free of liens, encumbrances, easements, restrictions, rights and conditions of record or known to Seller, other than the following: (a) current taxes not yet payable and liens arising therefrom; (b) covenants, conditions, restrictions and public utility easements of record, if any, provided the same do not render title unmarketable or prevent the present use of the property, (c) matters which would be disclosed by inspection of the premises or by an accurate survey of the premises, (d) any matter that a title insurance company would ordinarily insure against without additional premium, (e) zoning regulations and local ordinances.

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Seller shall furnish an owner's title insurance policy, insuring the title in the amount of the Purchase Price, issued by a title insurance company acceptable to the Purchaser. The Seller shall place an order therefore upon acceptance of this Offer. In the event of title objections, either by Purchaser, Purchaser's attorney or by the title company, Seller shall have a reasonable time within which to cure such objections. On Seller's failure to furnish marketable title within a reasonable time, Purchaser may either cancel the Offer or enforce specific performance.

**Conveyance.** Conveyance shall be by general Warranty Deed, in proper statutory form for record, and shall be duly executed and acknowledged so as to convey to the Purchaser the fee simple title of the Property, free from all liens and encumbrances, except as stated herein. The cost of preparation of Seller's deed shall be paid by Seller.

**Survey.** If a survey is required, the cost shall be paid by Purchaser.

**Prorations.** Taxes, rents, special assessments, if any, and interest shall be prorated to the date of closing. Casualty and liability insurance owned by Seller shall be cancelled as of the closing date.

**Closing.** The transaction shall be closed on or before OCTOBER 16, 2018 or (1) days following acceptance of the Offer to Purchase when title objections have been met with reasonable extensions therefrom.

**Commission.** Seller affirms that no broker's commission is due pursuant to this transaction and hereby agrees to indemnify, defend and hold harmless the Purchaser from and against any such claims.

**Assignment.** This Offer to Purchase may be assigned by the Purchaser without the consent of the Seller.

**Default.** If the Seller is unable to convey title in accordance with the terms of this contract, the sole liability of the Seller will be to refund to the Purchaser the amount paid on account of this contract to the Seller, plus all loan application fees and related charges, charges made for examination of title and any additional searches made under this contract and survey and survey inspection charges incurred by the Purchaser. Upon such refund and payment this contract shall be

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considered cancelled, and neither the Seller nor the Purchaser shall have any further rights against the other by reason of this contract or transaction. Upon any default of the Purchaser, the Seller's sole remedy against the Purchaser shall be retention of money paid to the Seller by the Purchaser, if any, and the Seller expressly waives any and all other claims in law or in equity, including, but not limited to, specific performance, against the Purchaser.

**Notice.** Notice to or by either of the parties (if there be more than one) shall be deemed to be notice to or by both. All notices to either party hereunder shall be given to that party at the address which appears below their signatures on the Offer to Purchase by registered or certified mail, return receipt requested, and shall be deemed to have been received on the day following the mailing thereof.

**Continuing Covenants and Merger.** All covenants contained herein shall bind and the benefits and advantages shall inure to the respective heirs, executors, and administrators of the respective parties hereto. No verbal agreements have been made which alter or supplement this Offer to Purchase and this Offer reflects the full understanding of all parties.

**Personal Property.** Certain personal property is included in the purchase price and is sold "as is" and without warranties, expressed or implied, and Purchaser expressly waives all warranties relating to the personal property. The following personal property is included in the purchase price:

N/A

The Seller shall not remove any fixture or appearance which would leave the Property in an incomplete or unfinished condition as to the exterior or interior decoration or appearance.

**Appraisal Contingency.** This Offer to Purchase is contingent upon Purchaser receiving a written appraisal or report thereof of the Property indicating the value of the Property being not less than the Purchase Price.

**Residential Real Estate Sales Disclosure.** The transaction contemplated by this agreement is a transfer requiring a disclosure of the known conditions of the property pursuant to Indiana Code 32-21-5 et seq. Delivered simultaneously with the execution of this agreement is a disclosure from made by Seller. This

Initial

disclosure is not a warranty or guarantee of the condition of the property or a substitution for or waiver of Purchaser's inspection of the property. Purchaser acknowledges receipt of the disclosure form prior to acceptance and agreement to purchase the real estate subject hereto. In the event the Seller discovers or comes to know that the physical condition of the property has materially changed or the original disclosure was in error, Seller must disclose such information to Purchaser.

**Mortgage Contingency.** This Offer to Purchase is contingent upon Purchaser obtaining a commitment, within Fifteen (15) days from the date hereof, for a loan in an amount satisfactory to the purchaser with interest satisfactory to the purchaser. Said commitment shall be from a source of Purchaser's sole choosing with or without the requirement of any guarantee of any firm, corporation, association, or governmental agency. Purchaser's loan application shall not require the payment of any prepaid interest or loan discount fee ("points") in order to secure the above mortgage terms.

**Further Conditions.** The following terms and conditions are included within and made a part of this contract (if none, write "none"):

*N/A*

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Initial JB



THIS OFFER TO PURCHASE is made this \_\_\_\_\_.

Purchaser:  
Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_



The Seller represents that Seller is the fee simple owner of the Property, and hereby accepts the foregoing Offer to Purchase Real Estate at \_\_\_\_\_ a.m./p.m. this 16<sup>th</sup> day of OCTOBER, 2017, and agree to fulfill the terms of each and every covenant set forth above.

Seller:  
Signature: [Handwritten Signature]

Signature: \_\_\_\_\_

Printed: JOSEPA A. BERGER

Printed: \_\_\_\_\_

Address: 6945 BROADWAY  
MERRILLVILLE IN. 46410

Initial [Handwritten Initials]



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the Lake County Recorder!**

**STOP**

