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# Lease to Purchase

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This Lease to Purchase contract is made on the 20 day of December, 2017  
 By and between Cheylan JAMES of Gary, IN "LESSOR" owner of  
 property known as 2219 OAK LANE  
 Legal Description: 45-08-29-402-018.000-001

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1. The Lessor (Landlord) agrees to lease to Lessee (Tenant) for a period of  
FIVE yrs, at the end of which time,  
 Lessee Rodney Welch

shall  
 arrange suitable financing on the following terms at least thirty (60) days  
 prior to the closing date specified in this agreement.

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 the Lake County Recorder!**

2. Terms for Purchase the Lessee to obtain mortgage for property known  
 as 2219 OAK LANE GARY IN in the amount of \$400.00 within  
1 month period beginning the 1  
 Day of December 2017 and ending 1 day of December 2018

STATE OF INDIANA  
 LAKE COUNTY  
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 2017 DEC 20 PM 3:21  
 MICHAEL B. DEBO  
 RECORDER

3. The lease amount will be \$400.00 per month and will be payable by the  
 Lessee to the Lessor by the 1st day of each month, beginning  
12/1/17  
 Lessee shall be given a ten (10) day grace period within which to make  
 Lease payments. Acceptance of any lease payment beyond such 10-day  
 grace period will be conditioned upon the payment of a late charge in the  
 amount of Fifty dollars (\$50.00).

4. On signing this agreement Lessee, shall pay Lessor a down payment of  
 \$2000 for the deposit towards the purchase of 2219 OAK LANE GARY IN 46408  
 Lessee shall have the right to put the \$2000.00 deposit toward the purchase  
 price of the home, (purchase price will then be 48,000) or use the funds  
 towards the down payment and closing cost needed to obtain a home loan.  
 If financing **cannot** be obtained by Lessee after a 3 Year period or if  
 Lessee does not want to purchase the home at any time, the deposit of  
2,000.00 shall be retained by Landlords for all damages incurred.

25.00  
CASH  
D

5. Lessee shall not use or suffer said premises to be used for other than

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JOHN E. PETALAS  
 LAKE COUNTY AUDITOR

residential purposes nor to use the premises for occupancy other than persons signing as parties to this agreement.

6. **Lessee is responsible for all repairs** but shall make no alterations, repairs or improvements to the premises without the written/verbal consent of the Landlords; provided, however, that any alterations, repairs or improvements made by Lessee shall become a part of said premises and may not be removed at the expiration of this Agreement. Lessee is also responsible for all outdoor maintenance of the property.

7. Lessee agrees to pay all utility bills for the property and All TAX (property)

8. The Landlord shall not be liable to the Lessee or the Lessee agents, guest or other persons present upon the premises at the invitation, solicitation or will of the Lessee for any damage to them or their persons or property, by theft or burglary, water, rain, snow, ice, sleet, fire, hail, explosion, frost, storms, winds and accidents or by breakage, stoppage or leakage of water, gas, heating and sewer pipes, electric wiring or current, or plumbing upon, about, or adjacent to said premises, nor for any negligence of others that cause damage of any character whatsoever.

9. Landlord is only responsible for the homeowners insurance that covers the structure of the property, this means that the Lessee's personal property will not be covered in the event of any loss that could occur due to theft or burglary, water, rain, snow, ice, sleet, fire, hail, explosion, frost, storms, winds and accidents or by breakage, stoppage or leakage of water, gas, heating and sewer pipes, electric wiring or current, or plumbing upon, about, or adjacent to said premises.

In order to be covered for loss of their personal property the Lessee must obtain **Renter's Insurance** from the company of their choice.

10. Landlord has the right to inspect property at any time, by either herself or representative, but must give Lessee a minimum of **48 hour notice**

11. Tenant agree to peaceably surrender possession of the premises upon the expiration of this Lease agreement, in good condition as when received, except natural wear and decay and damage by acts of God.

12. If payment is not received within thirty days from the 1<sup>st</sup> of each month

then Lessee will receive Notice of Eviction. If any default shall be made in the lease payment or any part thereof at the time provided, Lessor will serve upon Tenant and shall notify Lessee of Eviction and allow a (30) day notice to quit the premises. If after said (30) days , tenant has not relinquished said premises, Landlord may pursue litigation seeking eviction and payment of rent due together with costs of collection and attorney's fees.

13. If for any reason the Lessee can't arrange financing to purchase the property within the time period stated in this contract, it will be at the Landlords sole discretion to extend the option period and allow the Tenant more time to obtain a loan for the purchase of the property.

14. If during the duration of this agreement, the Lessor meets her demise the remaining lease payments shall be made to the Lessor's estate

Monthly Lease Amount (includes taxes & property insurance) \$ 400<sup>00</sup>  
Deposit (NON-Refundable) \$ 2000<sup>00</sup>  
Purchase Price \$ 50,000

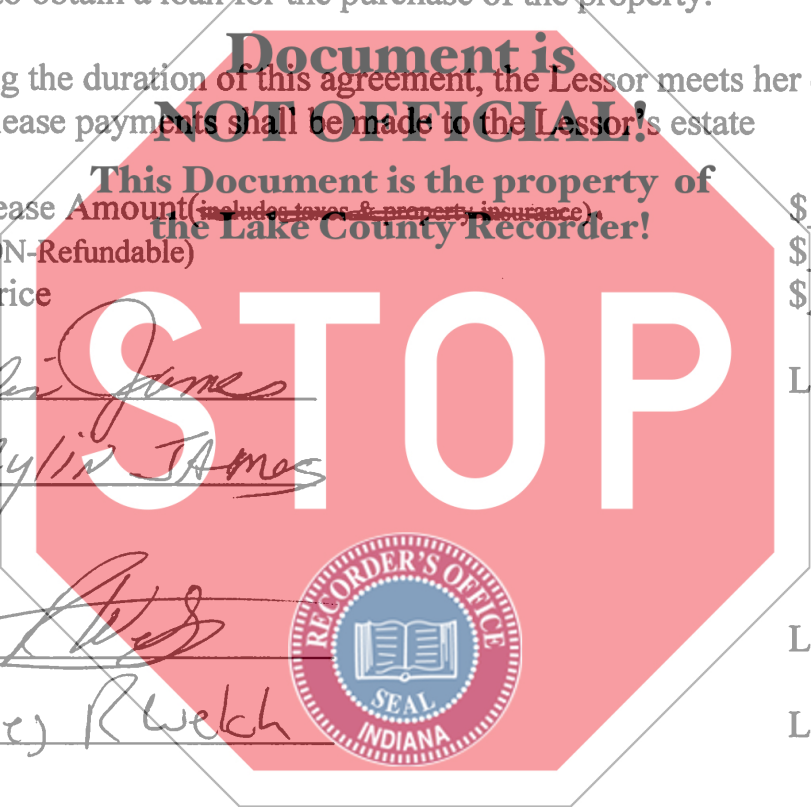
*Cheryl James*  
\_\_\_\_\_  
*CHELYN JAMES*  
Printed

Landlord

*Rodney Welch*  
\_\_\_\_\_  
*Rodney Welch*  
Printed

Lessee

Lessee



"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: *[Signature]*

Exhibit "A"

Property Tax Parcel Number:

45-08-29-402-018,000-001

Lot 17 Cleveland Heights

As shown in Plat Book 28

page 78 in Lake County Jr.

Commonly known as

2219 Oak Lane 46408

Document is

**NOT OFFICIAL!**

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the Lake County Recorder!

**STOP**

