

THIS SPACE PROVIDED FOR RECORDER'S USE

2017 086568

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 DEC 20 PM 3:52

MICHAEL B. BRON  
RECORDER

CONTRACT FOR DEED

This Contract ("Contract") is effective as of 12/20/2017 by and between

- Hezekiah I Israel, formerly known as Timothy Petreikis hereinafter referred to as "SELLER," and

- Crystal M. Plump and Glenn M Plump Jr., 4927 Baring Avenue, East Chicago, IN 46312 hereinafter referred to as "BUYER," on the terms and conditions and for the purposes hereinafter set forth.

**PROPERTY.** The property sold under this contract is located at 4927 Baring Ave, East Chicago, IN 46312 in Lake County and is legally described as the following:

Lot 35 and the North 1/2 of Lot 34, Block 4, in a subdivision of the East 1510.2 feet of the North 1320 feet of the Northwest 1/4 Section of Section 32, except the East 201 feet thereof, Township 37 North, Range 9 West, of the 2<sup>nd</sup> P.N. City of East Chicago, as shown in Plat Book 2, page 16, Lake County, Indiana.

Parcel Number 45-03-32-128-013.000-024 hereinafter referred to as "the Property."

**PURCHASE PRICE.** The agreed upon sales price for the Property is \$83,725.00 with interest from 12/20/2017, on the unpaid principal at the rate of 5.25% per annum.

**TERMS OF PAYMENT.** Payments under this contract should be submitted to Hezekiah Israel at 1546 Joliet St, Dyer, Indiana 46311, or may be deposited directly into the checking account of the seller.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 5.25% annually until paid.

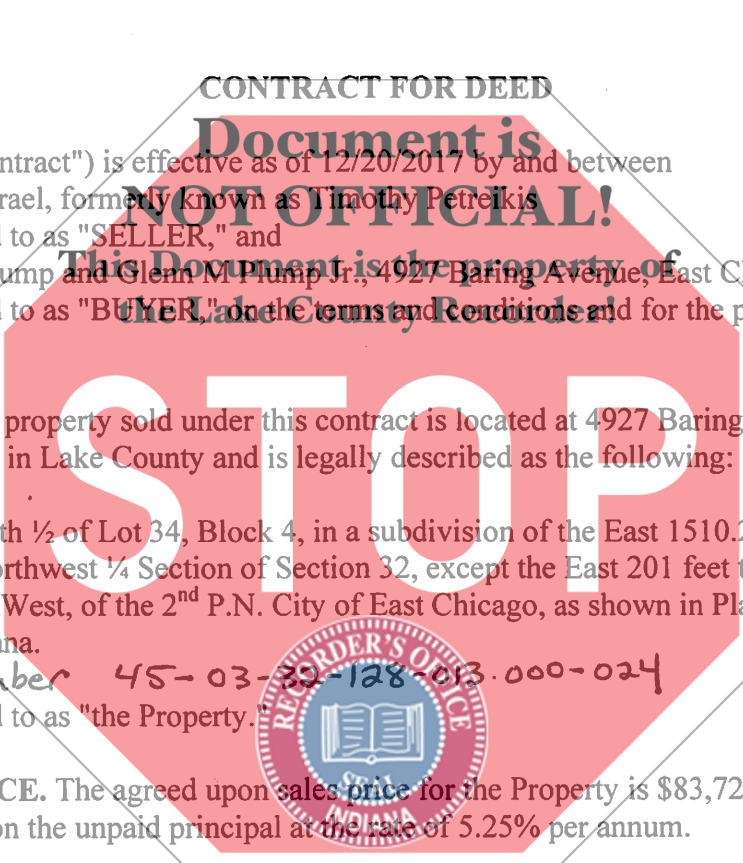
The unpaid principal and accrued interest shall be payable in monthly installments of \$564.18, beginning on 12/20/2017, and continuing until 12/20/2037 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

**FILED**

DEC 20 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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CASH  
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All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

The seller may choose to reduce the interest rate in the future at the seller's own discretion. However, seller may not raise the interest rate higher than listed in the terms of this agreement.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any monthly loan servicing fees, 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.

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

**NON-SUFFICIENT FUNDS.** The Buyer may 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 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:

Wells Fargo Home Mortgage  
PO Box 10335  
Des Moines, IA 50306-0335  
56,796.02

**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 have the buyer listed as additional insured 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.

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 necessary 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.

**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 Seller immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.



**SELLER:**

DATED: 12/20/2017

Hezekiah Israel  
Hezekiah Israel, formerly known as Timothy Petreikis  
1546 Joliet St  
Dyer, Indiana, 46311

STATE OF INDIANA, COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 20 day of December,  
2017 by Hezekiah Israel, formerly known as Timothy Petreikis.

**Document is NOT OFFICIAL!**

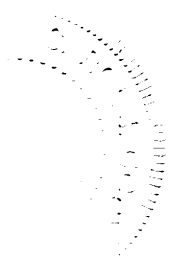
This Document is the property of  
the Lake County Recorder!

Carol J. Cody  
Notary Public

Title

My commission expires

CAROL J. CODY  
SEAL  
Notary Public, State of Indiana  
My Commission Expires October 11, 2022



**BUYER:**

DATED: 12/20/2017

Crystal M. Plump

Crystal M. Plump  
4927 Baring Ave  
East Chicago, IN 46312

DATED: 12/20/2017

Glenn M Plump Jr.

Glenn M Plump Jr.  
4927 Baring Ave  
East Chicago, IN 46312

STATE OF INDIANA, ss: COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 20 day of December, 2017 by Crystal M. Plump and Glenn M Plump Jr.

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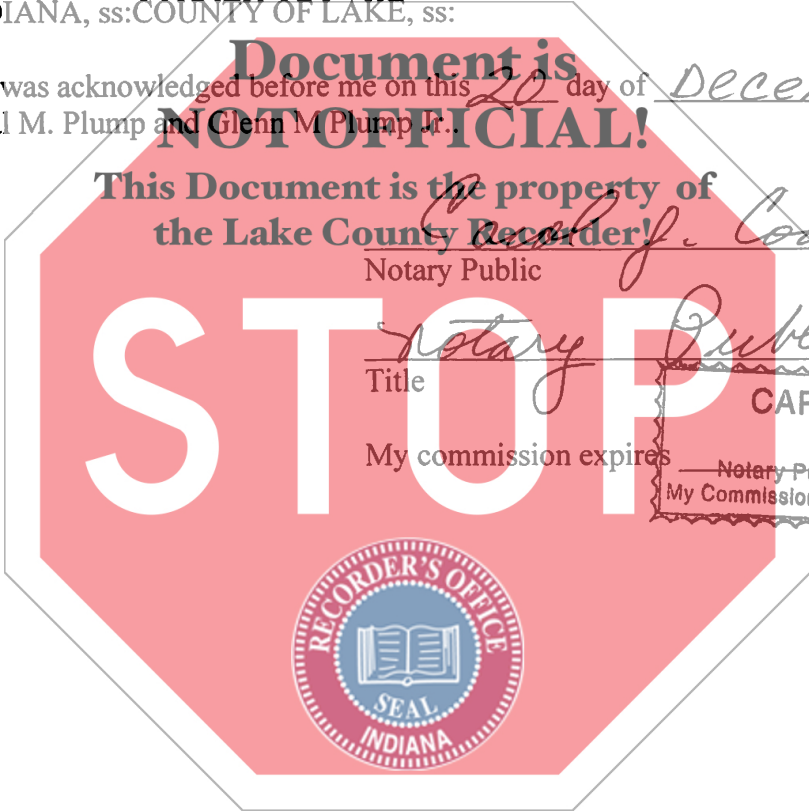
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Carol J. Cody  
Notary Public

Notary Public  
Title

My commission expires \_\_\_\_\_

**CAROL J. CODY**  
**SEAL**  
Notary Public, State of Indiana  
My Commission Expires October 11, 2022



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

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.

Crystal M. Plump  
Crystal M. Plump

Date 12/20/2017

Glenn M. Plump  
Glenn M. Plump

Date 12/20/17

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

"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: H.I.

**STOP**



**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) AMP Buyer has received copies of all information listed above.

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

**Agent's Acknowledgment (initial)**

(e) H.I. 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.

