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2017 087042

STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

CONTRACT FOR DEED
Document is

This Contract ("Contract") is effective as of 12/26/2017 by and between
- House Services, LLC, Hezekiah Israel, Chief Executive Manager,
hereinafter referred to as "SELLER," and
- Stephan Sherrod, 6527 Madison Ave, Hammond, IN 46324
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 6527 Madison Ave, Hammond,
IN 46324 in Lake County and is legally described as the following:

The North 15 feet of Lot Numbered 45 and all of Lots 46 and 47 in Block 2 as shown on the
recorded plat of Madison Terrace Recorded in Plat book 15, page 8 in the Office of the Recorder
of Lake County, Indiana.

Parcel Number: 45-06-12-228.010.009-023

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$120,000.00 with interest
from 12/26/2017, on the unpaid principal at the rate of 4.25% per annum. In addition to the
interest, there will also be a \$15.00 monthly account servicing fee charged until the entire
principal is paid in full.

TERMS OF PAYMENT. Payments under this contract should be submitted to House Services
LLC at 1546 Joliet St, Dyer, Indiana 46311, or may 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 4.25%
annually until paid.

DEC 26 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR 029842

\$2500
AKW
CAB

5

The unpaid principal, accrued interest, and \$15.00 monthly account servicing fee shall be payable in monthly installments of \$758.08, beginning on 01/26/2018, and continuing until 12/26/2037 (the "Due Date"), at which time the remaining unpaid principal, interest, and fees shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest and fees, 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.

LATE PAYMENT CHARGE. There will be a late payment charge of \$25.00 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 may take out loans or mortgages on the property. If the Seller takes out any mortgages or loans on the property, such loans or mortgages need to be paid in full by the 12/26/2037, which is the due date of this Contract for Deed, provided that the Buyer has not defaulted with the terms of this Contract for Deed. Seller agrees to notify buyer in the event Seller proceeds with executing a loan or mortgage on the property.

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, repairs, or perform any maintenance 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.

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 or emailed 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. Buyer agrees to release any and all rights or claims to the property back to the seller if the default is not cured within the 50 days.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance, interest, and any monthly account 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, interest, or any monthly loan servicing fees, then buyer agrees to release any and all rights or claims to the property back to the seller.

Full Recourse Guarantee. Upon an Event of Default, Seller may exercise any and all remedies available to it at law or in equity against Buyer in order to collect the entire amount of the Indebtedness in accordance with the Terms and Conditions of this Contract for Deed. Such remedies the seller may seek against the buyer include but are not limited to personal property, wage garnishment, stocks, bonds, and liquid assets. Borrower accepts and agrees that the seller shall have Full Recourse against the buyer as follow:

1. If the seller upon reclaiming the property, elects to hold the property as a rental, or chooses to enter into a new contract for deed or lease with another party, then no consideration or credit will be given to the buyer for any and all payments made to the seller. Additionally, if the balance of the unpaid principal, interest, and fees at the time of default exceeds the County Assessed Value for the Tax Payable Year in which the property was reclaimed by the seller, then Seller shall have full recourse against the buyer for the difference.
2. If the seller sells the property within one year of reclaiming the property, then no consideration or credit will be given to the buyer for any and all payments made to the seller. Additionally, if the balance of the unpaid principal, interest, and fees at the time of default exceeds the sales price of the property, then Seller shall have full recourse against the buyer for the difference.

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, emailed, 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: 12/26/2017

Hezekiah Israel

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 26 day of December 2017,
by Hezekiah Israel, Chief Executive Manager, on behalf of House Services, LLC.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Lolita Davis
Notary Public LOLITA DAVIS

Notary
Title

My commission expires

LOLITA DAVIS
Notary Public, State of Indiana
County of Lake
My Comm. Expires Feb 22, 2018

STOP



BUYER:

DATED: 12/26/17

Stephan Sherrod
Stephan Sherrod
6527 Madison Ave
Hammond, IN 46324

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

This instrument was acknowledged before me on this 26 day of December 2017
by Stephan Sherrod.



Lolita Davis
Notary Public *Lolita Davis*

Notary
Title _____

My commission expires _____
LOLITA DAVIS
Notary Public, State of Indiana
County of Lake
My Comm Expires Feb 22, 2018

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

**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

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.

Stephan A. Sherrod

Date 12/26/17

Stephan A. Sherrod

Hezekiah Israel

Date 12/26/2017

Hezekiah Israel

