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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL B. BROWN
RECORDER

2019

STATE OF
LAKE COUNTY
RECORDER'S OFFICE



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Articles of Agreement for Deed

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I. **VICTOR GALINDO CASTANEDA** [HEREINAFTER BUYER] agree(s) to purchase and, **GPR 2015, LLC** [HEREINAFTER SELLER], agree(s) to sell to Buyer at the purchase price of \$25,000.00 [Twenty five thousand dollars and no cents] the property commonly known as **4729 Kennedy ST, EAST CHICAGO, IN 46312** located in Lake County, [HEREINAFTER PROPERTY] with the proximate legal described as follows:

Key No. 45-03-28-451-001.000-024

Legal Description: KENNEDY AVE. ADD ALL L.15 BL.2 ALL L.16 BL.2

II. Hereinafter referred to as "the premises" with all improvements and fixtures if any, including, but not limited to:

All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, equipment and cabinets; existing windows and doors; and the following items of personal property:

III. All of the foregoing items shall be left on the premises, are included in the sale price. Buyer shall not be permitted to remove any personal items from the property without the written consent of the seller or until after the final closing

THE DEED

If the Buyer shall first make all the payments and perform all the covenants and agreements in this Article of Agreement for Deed required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth. Seller shall convey or cause to be conveyed to Buyer or his nominee, by a recordable, stamped general, TAX DEED, good title to the premises subject only to the following "permitted exceptions," if any (a) General real estate taxes from the execution date of the Articles of Agreement for Deed and taxes not yet due and payable; (b)

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities and any easements or encroachments disclosed on the survey attached Exhibit A; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) party walls, party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, covenants if any, and all amendments thereto; and (h) any easements established by or implied;

The performance of all the covenants and conditions herein to be performed by the Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

IV. INSTALLMENT PURCHASE

A. Buyer hereby covenants, agrees, and shall indemnify Seller the following: **GPR 2015 LLC** or to such other person or at such other place as Seller may from time to time designate in writing.

1. The total purchase price shall be ~~\$25,000.00~~ **\$22,000.00**. Buyer will pay \$3,000 as a down payment.

2. The interest rate for the balance of the purchase price shall be twelve percent (12%).

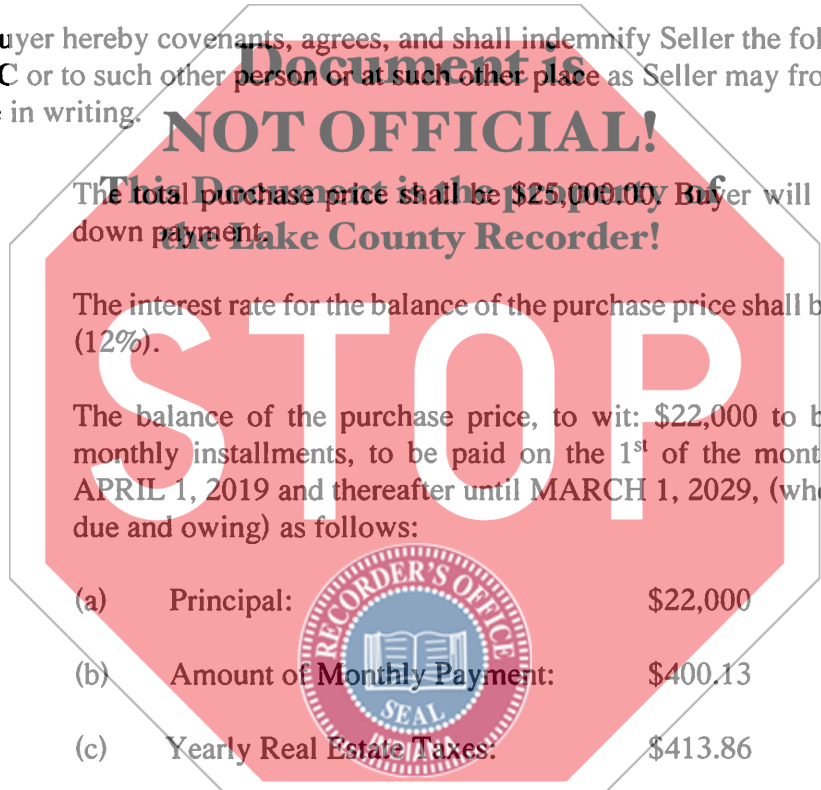
3. The balance of the purchase price, to wit: **\$22,000** to be paid in equal monthly installments, to be paid on the 1st of the month, beginning on **APRIL 1, 2019** and thereafter until **MARCH 1, 2029**, (when the balance is due and owing) as follows:

(a)	Principal:	\$22,000
(b)	Amount of Monthly Payment:	\$400.13
(c)	Yearly Real Estate Taxes:	\$413.86
(d)	Monthly Insurance Premium	\$50.00

Should real estate taxes rise beyond the amount indicated above, Buyer agrees to modify the amount of the monthly payment to reflect the new real estate taxes.

(d) Buyer shall pay all insurances and shall be required to maintain property insurance in the full replacement value of the Property. The above amount of monthly payment reflects insurance payment to the Seller.

(d) Buyer agrees to indemnify and hold Seller harmless for any lawsuits, causes of action, city violations, fines, arising out of the above property.



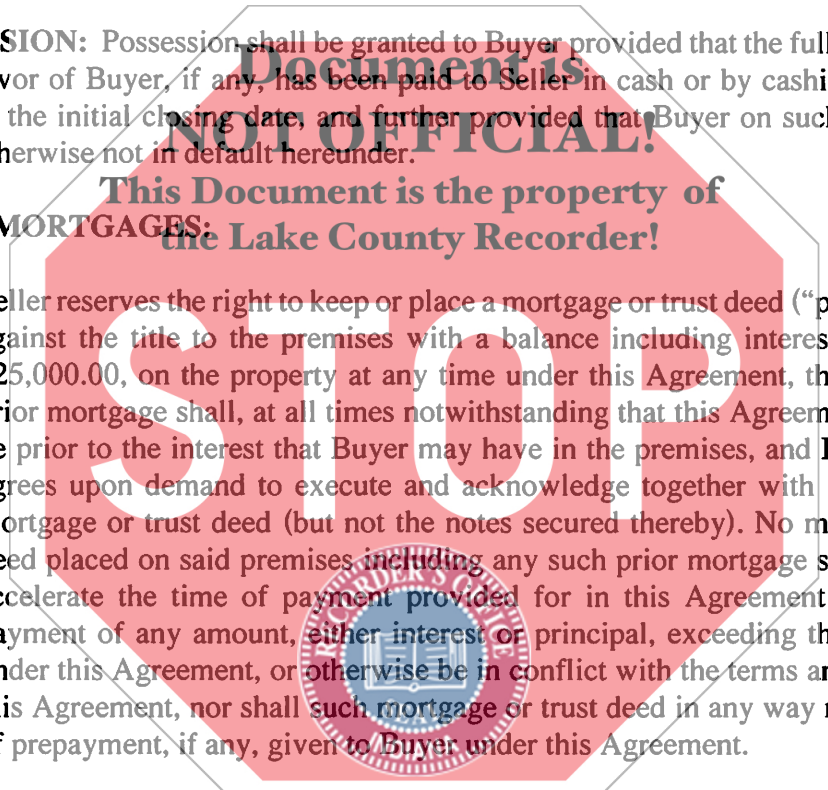
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3. Buyer agrees to make said monthly payments at the location listed in Exhibit A. →²
4. The final payment of the purchase price and other charges as hereinafter provided, if not sooner paid shall be due on the 1st day of March 2029.
5. All payments received hereunder shall be applied in the following order of priority: first, to pay before delinquent all utility bills, taxes, and assessments which subsequent to the date of the Agreement may become a lien on the premises; second, to pay insurance premiums falling due after the date of this Agreement; and third, to reduce said unpaid principal balance of the purchase price:

V. **POSSESSION:** Possession shall be granted to Buyer provided that the full down payment due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

VI. **PRIOR MORTGAGES:**

- A. Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed \$25,000.00, on the property at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.
- B. Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.
- C. In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage. Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended, including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the



unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

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>12

VII. SELLER'S REPRESENTATIONS:

A. Seller conveys the property in an "as is" condition as of the February 26, 2019.

VIII. BUYER TO MAINTAIN: Buyer shall use the property in such a way that is consistent with that of a residential home. Buyer shall be responsible for any physical problems which arise. Buyer shall keep the improvements on premises and the grounds in good repair and condition, as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces; floors; etc. If, however, these said premises shall not be kept in good repair, and in a clean, sightly, and healthy condition by Buyer Seller may either (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place such premises in a clean, sightly, and healthy condition within thirty (30) days of such notice, and, upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

IX. FIXTURES AND EQUIPMENT: As of February 26, 2019, Buyer received possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

X. INSURANCE:

- (a) Seller shall maintain property insurance, at Buyer's expense in the amount listed above of the monthly payment amount, on the property.
- (b) In case of loss of or damage to such improvements and property, whether before or after possessions given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii)

VGC
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in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

XII. BUYER'S INTEREST:

- (a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.
- (b) in the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or instructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

XIII. LIENS:

- (a) Buyer shall not suffer or permit any mechanics lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller.
- (b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain and express, full and complete waiver and release of any and all lien or claim of lien against the subject premises and Seller, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or releases of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

XIV. PERFORMANCE:

- (a) If Buyer defaults by failing to pay on or before the 15th day of each month, Buyer shall incur a 5% late fee as a charge to Buyer, which Seller elects to accept after the date the sum was due. If after the 15th day such default remains, Seller shall supply written and dated notice to Buyer, at address Buyer so elects, to receive notice of Buyers default under the terms of this agreement. Buyer shall then have 10 days from the date of notice to cure such default. If Buyer does not cure default, Seller may deem such default a breach of this agreement. If Buyer does not cure default, Seller may evict Buyer from premises.
- (b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.
- (c) If default is based upon the failure to pay liens, Seller may elect to make such payments and add the amount of the principle balance due, which amounts shall become immediately due and payable by Buyer to Seller.
- (d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder, which Seller elects to accept after the date the sum was due.
- (e) Anything containing in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyer tenders to Seller the entire unpaid principle balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature

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2

affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

- (f) The Seller shall not be required if he so elects to enforce any paragraph in this agreement. Any acquiescence made on the part of the seller in regards to any right of the seller in this agreement shall not be construed in any way as a waiver.

XV. DEFAULT, FEES:

- (a) If the Buyer fails to pay his monthly mortgage or either party fail to comply with any provision of this agreement, the Buyer shall have 10 days after the receipt of notice of such default to cure said default. If the Buyer has not cured said complained about deficiency by the 11th day, the complaining party shall have the right to seek any legal remedy, including eviction of the Property, there may be at law recognized in the State of Indiana.
- (b) Buyer shall pay all reasonable Attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.
- (c) (1) All rights and remedies given to the Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specially waived in this Agreement; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate; continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

XVI. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

XVII. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer, in such event and in addition to Sellers remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's

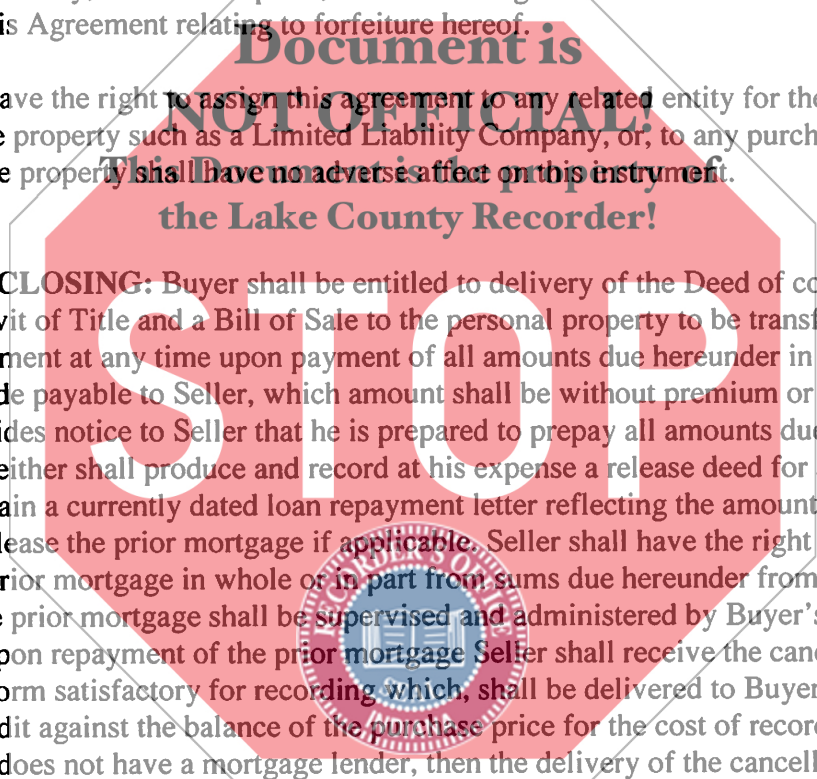
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interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

XVIII. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause thereof related to Seller's interest in the premises.

XIX. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessees, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

Seller shall have the right to assign this agreement to any related entity for the purpose of managing the property such as a Limited Liability Company, or, to any purchaser, which said transfer of the property shall have no adverse affect on this instrument.



XX. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of money order made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for any prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage if applicable. Seller shall have the right to prepay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the mortgage due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

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212

XXI. RECORDING: The parties shall record this Agreement or memorandum thereof at Buyer's expense as soon as possible.

XXII. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

XXIII. PROVISIONS SEVERABLE: The unenforceability and invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

XXIV. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

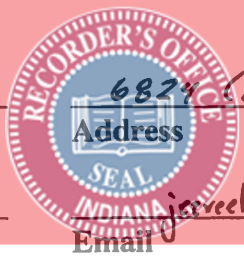
XXV. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this February 26th, 2019

SELLER: Jesveel Rodriguez

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Name

219-803-7845
Phone Number



6824 Calumet Ave Hammond, IN 46324
Address

jesveel.rodriguez@gmail.com
Email

BUYER:

Victory Johnson
Name

219-321-5841
Phone Number

4819 Drummond St East Chicago IN 46312
Address

Juanagelinda79@gmail.com
Email

EXHIBIT A

METHOD OF PAYMENT

Buyer shall deposit monthly rent on the first of every month, without demand, mailing to:

Mail to:
GPR2015, LLC
6824 CALUMET AVE
HAMMOND, IN 46324

Or

Make an electronic payment to:

