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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 039539

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LAND CONTRACT

MICHAEL D. HESM

THIS LAND CONTRACT ("Contract") has been executed this 9th day of February 2018 by Clarice R. Bills (Seller) of 6724 Ironwood Avenue, Gary, Indiana 46403 and Frederick D. Brown and Judy H. Brown, (Purchasers) of P.O. Box 2678, Gary, Indiana 46403.

WITNESSETH that the parties agree as follows:

Seller hereby sells to Purchasers, and Purchasers hereby agree to pay mortgage interest payments to Seller for the following described real estate, together with all improvements located in Lake County, Indiana ("Real Estate"), being more particularly described as follows:

CRUMPACKER'S Lake View Add. Lots 19 & 20 Bl. B, as per plat thereof, recorded in Plat Book 15 page 27 in the Office of the Recorder of Lake County, Indiana. This Document is the property of the Lake County Recorder!
Key Number: 45-05-32-179-011-000-004

commonly known as: 6720 Ironwood Avenue, Gary, Indiana, all upon the following covenants, terms and conditions.

1. PURCHASE PRICE AND MANNER OF PAYMENT.

A. Purchase Price. The Purchase Price for the real estate shall be the sum of Three Fifty Nine Thousand Nine Hundred Dollars and Zero Cents (\$359,900.00) ("Purchase Price"), which Purchasers agree to pay Seller in accordance with the terms and conditions of this Contract, without relief from valuation and appraisal laws and with reasonable attorneys' fees after default and referral to an attorney for collection. The purchase Price for this real estate will become effective on August 1, 2018. Seller acknowledges that Purchasers are actively seeking financing for the purchase price.

B. Manner of Payment. The Mortgage Interest Payments shall be paid in the following manner:

(1) No down payment is required. Payments made from February 1, 2018 to July 31, 2018 shall not count toward a down payment and shall be deemed mortgage interest payments only. All payments made on this real estate shall be made payable to Seller during the duration of this land contract.

(2) The mortgage interest of the Purchase Price ("Contract Balance") shall be paid by Purchasers as follows:

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25949

JOHN E. PETALAS
LAKE COUNTY AUDITOR

\$ 2500
V# 135
[Signature]

(a) Beginning February 1, 2018, Purchaser shall pay all monthly payments on the first (1st) of the month as they become due each month until such balance is paid in full. The payment shall be \$2400.00 per month. This monthly payment is for mortgage interest only. Once purchase price has been paid in full, purchasers shall receive a warranty deed from the mortgagor.

i. This payment shall include the rental of the furnishings. If Purchasers secure adequate and appropriate financing, the purchasers and the buyer shall enter a separate contract for the furnishings on August 1, 2018 for \$2300.00.

(b) During the period of this land contract, purchasers shall actively and diligently seek to be financed by a bank, credit union, FHA or similar. On or before July 31, 2018, purchasers shall have secured financing for the real estate. If financing has not been secured by Purchasers by July 31, 2018 and/or a new land contract has not been executed by the parties, Purchasers shall have to vacate the premises by August 15, 2018. Payments will be prorated during the month of August 2018.

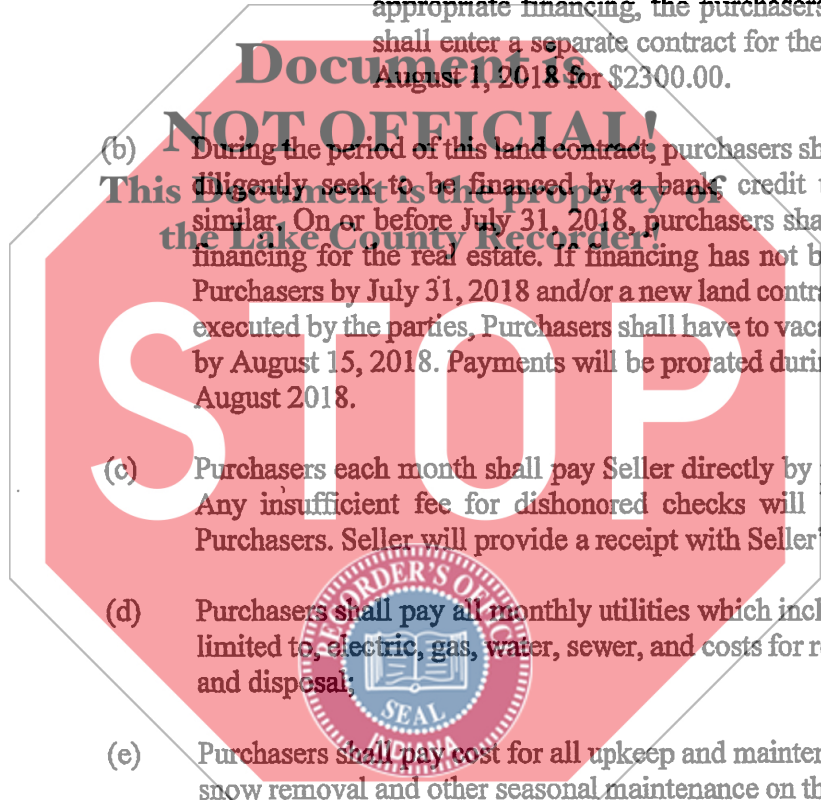
(c) Purchasers each month shall pay Seller directly by personal check. Any insufficient fee for dishonored checks will be assumed by Purchasers. Seller will provide a receipt with Seller's signature.

(d) Purchasers shall pay all monthly utilities which include, but are not limited to, electric, gas, water, sewer, and costs for refuse collection and disposal;

(e) Purchasers shall pay cost for all upkeep and maintenance, including snow removal and other seasonal maintenance on the property from the date of the signing of this contract;

(f) Each payment under this section shall be paid to the Seller at their address, 6724 Ironwood Street, Gary, Indiana 46403.

(g) No late payments may be made during the term of this contract. Purchasers shall have until the 5th of the month to pay the mortgage interest payment of \$2400.00. Any payments after the 5th of the month shall be deemed late.



- (3) Purchasers may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall prevent Purchasers from continuing to make scheduled payments as they become due and payable.

2. TAXES, ASSESSMENTS, INSURANCE, AND CONDEMNATION

- A. Taxes.** Purchasers shall pay the first installment of real estate taxes due May 2018, which are taxes payable in 2018 for 2019. Purchasers shall provide to Seller evidence of payment for taxes. Seller will provide timely notice for tax bill.
- B. Assessments.** Purchasers shall pay all assessments for municipal and other improvements becoming a lien after the date of execution of this contract.
- C. Insurance.**
- (1) Purchasers agree to procure and maintain a renter's insurance policy. Required Insurance shall be issued in the names of the Purchasers. Seller shall maintain insurance and provide that the insurer may not cancel or materially change coverage without ten (10) days' prior written notice to Purchasers. Seller shall provide Purchasers with such proof of insurance coverage as Purchasers from time to time shall reasonably request. Seller and Purchasers agree that the Purchasers and Seller share pro-rata in any proceeds from a loss payment thereunder.
- (2) Seller shall maintain standard liability insurance.
- D. Payment by Seller.** Upon failure of Purchasers to pay taxes and/or assessments on the Real Estate as required under this Contract, Seller, upon written notice to Purchasers may pay such taxes or assessment and Purchasers upon demand by Seller, shall reimburse Seller in full for such payment within fifteen (15) days after demand.

3. POSSESSION.

Possession will be delivered on February 1, 2018. Purchasers shall have all utilities including electricity, water, and sewage transferred to Purchasers' name.

4. SELLER'S LIMITATION ON RIGHT TO MORTGAGE REAL ESTATE.

Seller shall not have the right, without Purchasers' consent to encumber the Real Estate with any mortgage or indebtedness until July 31, 2018.

5. SUBLET, ASSIGNMENT OF CONTRACT OR SALE OF INTEREST IN REAL ESTATE.

Purchasers may not sublet the real estate at any time. This contract shall not be sold or assigned by the Seller or any agent, successor, or representative on his behalf, without the written permission of the Purchasers during the term of this contract. This contract shall not be sold or assigned by the Purchasers or any agent, successor, or representative on his behalf, without the written permission of the Seller.

6. USE OF THE REAL ESTATE BY PURCHASERS; SELLER'S RIGHT TO INSPECTION.

- A. Improvements.** Purchasers may not materially alter, change, or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements, only with prior written consent of Seller, which consent shall not be unreasonably withheld. Purchasers shall not create, or allow any mechanics, laborers, material men, or other creditors of Purchasers or an assignee of Purchasers to obtain, a lien or attachment against Seller's interest herein.
- (1) If purchasers desire to hang pictures or wall art, the purchasers will be responsible for the repair of the damage done to the walls if purchasers are unsuccessful in their attempt to secure financing.
- B. Purchasers' Responsibility for Accidents.** Purchasers assume all risk and responsibility for injury or damage to person or property arising from Purchaser's use and control of the Real Estate and any improvements thereon.
- C. NO PETS ALLOWED DURING THE TERM OF THIS CONTRACT.**
- D.** Purchasers shall maintain security system currently in place, which is \$37.00 per Month and is payable to Seller. Seller shall provide bill and date that bill is due.
- E.** Purchasers shall not remove any appliances during the term of this contract unless they have written permission by the Seller.
- F.** Seller shall provide notice to inspect the real estate and will inspect property 60 days, which is on or about June 1, 2018, before the term of this contract expires.
- G.** If Purchasers opt not to renew the lease or cannot obtain financing, then any wear and tear on the property which is includes but is not limited to carpet cleaning which must be cleaned professionally and any hardwood flooring which must be repaired professionally, Purchasers shall absorb any costs with the restoration of the real estate for Seller's use.

7. PROPERTY SOLD "AS IS AND WITH ALL FAULTS."

Purchasers represents that Purchasers have inspected the Real Estate and accepts the Real Estate "AS IS" and now accepts the Real Estate "AS IS" and "WITH ALL FAULTS," known and unknown. Purchasers understand and accept the Seller does not warrant or promise that the Real Estate is habitable or that any part of the Real Estate is now in good working order.

8. TIME. Time is of the essence in this Contract.

9. PENALTIES AND REMEDIES.

- A. Purchasers' Default.** Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate.
- B. Event of Default.** The following shall each constitute an Event of Default for purposes of this Contract:
- (1) Failure by Purchasers for a period of 30 days to pay any payments required to be made by Purchasers to Seller under this Contract when and as it becomes due and payable.
 - (2) Lease or encumbrance of the Real Estate or any party thereof by Purchasers, other than as expressly permitted by this Contract.
 - (3) Causing or permitting by Purchasers of the making of any levy, seizure, or attachment of the Real Estate or any party thereof.
 - (4) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.
 - (5) Institution of insolvency proceedings against Purchasers, or the adjustment, liquidation, extension or composition or arrangement of debts of Purchasers or for any other relief under any insolvency law relating to the relief of debtors; or, Purchasers assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Real Estate.
 - (6) Desertion or abandonment by Purchasers of any portion of the Real Estate.
 - (7) Failure by Purchasers, for a period of thirty (30) days after written notice is given to Purchasers, to perform or observe any other covenant or term of

this Contract.

C. Purchasers shall provide 30 days notice of intent to vacate or quit. The Seller is allowed to show the property for purposes to sell and/or lease at their discretion. If Purchasers do not fulfill the six month contract, then Seller will require an additional month of payments beyond the notice of quit or vacate.

D. **Seller's Remedies.** Upon the occurrence of an Event of Default, Seller shall have the right to institute legal action to have this Contract forfeited and terminated and to recover from Purchasers all or any of the following:

- (1) any payment due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;
- (2) interest on the Unpaid Purchase Price from the last date to which interest was paid until judgment or possession is recovered by Vendor, whichever shall occur first;
- (3) due and unpaid real estate taxes, assessments, charges and penalties which Purchasers is obligated to pay under this Contract;
- (4) premiums due and unpaid for insurance which Purchasers is obligated to provide under this Contract;
- (5) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear and acts of God or public authorities; and
- (6) Any other amounts which Purchasers is obligated to pay under this Contract; or

E. **Acceleration Clause.** Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same.

F. **Abandonment or Desertion.** In the event Purchasers have sustained equity in the Real Estate when an Event of Default occurs, this Contract shall be considered the same as a promissory note secured by a real estate mortgage, and Seller's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law. The parties agree that after Purchasers has paid twenty per cent (20%) of the purchase price (which price means the original purchase price set forth in Section A), then Purchasers shall have substantial equity in the Real Estate.

G. Willful Breach. In the event Purchasers deserts or abandons the Real Estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to Seller under and by virtue of this Contract, then, it is expressly agreed by Purchasers that, unless Purchasers shall have paid more than Twenty percent (20%) of the Purchase Price, Seller may, at Seller's option, cancel this Contract and take possession of the Real Estate and remove Purchasers therefrom, or those holding or claiming under Purchaser without any demand and to the full extent permitted by applicable law.

H. Termination. In the event of Seller's cancellation upon such default by Purchasers, all rights and demands of Purchasers under this Contract and in and to the Real Estate shall cease and terminate and Purchasers shall have no further right, title or interest, legal or equitable, in and to the Real Estate and Seller shall have the right to retain all amounts paid by Purchasers toward the Purchase Price as an agreed payment for Purchasers' possession of the Real Estate prior to such default. Such retention shall not bar Seller's right to recover damages for unlawful detention of the Real Estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real estate at any time, for waste committed thereon or for any other damages suffered by Seller, including reasonable attorneys' fees incurred by Seller in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchasers.

I. Seller's Additional Remedies. In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

- (1) Retain (without prejudice to his right to recover any other sums from Purchasers, or to have any other remedy under this Contract), as an agreed payment for Purchasers' use of the Real Estate prior to the Event of Default, all payments made by Purchasers to Seller and all sums received by Seller as proceeds of insurance or as other benefits or consideration pursuant to this Contract.
- (2) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.
- (3) Enforce any right without relief from valuation or appraisal laws.

9. SELLER'S DEFAULT AND PURCHASER'S REMEDIES.

- A.** If Seller fails to convey the Real Estate as required by this Contract, Purchaser may institute legal action against Seller for specific performance, in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist at law; or Purchasers may pursue such other remedy as is available at law or in

equity.

- B.** If, after fifteen (15) days' notice from Purchasers, Seller fails to make any payment required of him/her under this Contract or to perform or observe any other of his/her covenants or agreements, Purchasers shall be entitled to institute legal action against Seller for such relief as may be available at law or in equity. Nothing in this subsection shall interfere with or affect Purchasers' right to any reduction, set-off or credit to which Purchasers may be entitled in the event of Seller's failure to pay amounts required of him pursuant to this Contract.

10. GENERAL AGREEMENTS.

- A.** This Contract shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.
- B.** If Seller or Purchasers consists of more than one person, each person signing this Contract as Seller or Purchaser shall be jointly and severally bound.
- C.** Headings are for reference only, and do not affect the provisions of this Contract. Where appropriate, the masculine gender shall include the feminine or the neutral, and the singular shall include the plural.
- D.** Any notices to be given hereunder shall be in writing and deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box, postage prepaid.
- (1). If to Seller, at: 6724 Ironwood, Gary, IN 46403
- (2) If to Purchaser, at: P.O. Box 2678, Gary, IN 46403
- E.** In computing a time period prescribed in this Contract, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period.

11. ADDITIONAL COVENANTS.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Contract in triplicate on this 9th day of February, 2018.

Clarice R. Bills
Clarice R. Bills, Seller

Fredrick D. Brown
Fredrick D. Brown, Purchaser

Judy H. Brown
Judy H. Brown, Purchaser

STATE OF INDIANA

COUNTY OF Lake

Document is
NOT OFFICIAL!

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Clarice R. Bills, Fredrick D. Brown, Judy H. Brown who acknowledged the execution of this Land Contract.

STOP

Robert L. Lewis
Notary Public
Residing in Lake County, Indiana

My Commission Expires: _____



Robert L. Lewis
Notary Public
Seal
Porter County, State of Indiana
Commission # 658939
Commission expires 10/5/22

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AGREEMENT TO PURCHASE

OWNER/SELLER: Clarice R. Bills
6724 Ironwood Avenue
Gary, IN 46403

BUYERS: Fredrick D. Brown and Judy H. Brown
P.O. Box 2678
Gary, Indiana 46403

This Agreement of Purchase made this 9th day of December 2017 between Owner/Seller, Clarice R. Bills and Buyers, Fredrick D. Brown and Judy H. Brown hereby state the following terms and conditions.

The purpose of this Agreement to Purchase is to set forth the basic terms and conditions of the purchase by the undersigned, Fredrick D. Brown and Judy H. Brown (the "Buyers") of certain real estate owned by Clarice R. Bills (the "Seller"). The terms set forth in this agreement will become binding once the parties sign. Each party has had the opportunity to review the Agreement to Purchase and agree to the terms and conditions which are herein laid out.

1. DESCRIPTION OF PROPERTY. The property proposed to be sold is located at **6720 Ironwood Avenue, Gary, Indiana** and is legally described as **LOTS 19 AND 20 IN BLOCK B IN SUBDIVISION CRUMPACKER LAKE VIEW ADDITION** in the City of Gary as per plat thereof, recorded in Plat Book 15 page 27, in the Office of the Recorder of Lake County, Indiana.

The Real Estate is subject to public highways, covenants, restrictions and zoning, if any.

Included are all permanent fixtures and all property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heater, water softener, air conditioning equipment, built-in items, outside television antenna, fencing, gates and landscaping.

2. PURCHASE PRICE. The entire purchase price shall be paid in cash. The Buyers is to submit cash to Seller in the amount of **Three Hundred Fifty-Nine Thousand Nine Hundred Dollars (\$359,900.00)** at closing.

3. TAXES AND ASSESSMENTS. Buyers shall assume and pay real estate taxes due and payable in May and November 2018 for 2019, and all current and subsequent taxes. Seller shall receive a credit for taxes paid in 2017 for 2018 and receive cash at the closing for the payment of taxes in 2017 for 2018. If the tax is not finalized, the last rate and value shall be used in this computation.

4. **TITLE.** Buyers shall furnish at Buyers' expense:

MS *JAB* An abstract of title disclosing in seller marketable title to the real estate as of a date hereof. Buyers shall have a reasonable time before closing to have the same examined, and Seller shall have a reasonable time to correct any title defects. **OR**

JAB A policy of Owner's Title Insurance insuring in Buyers marketable title to the real estate as of a date after the date hereof. Additional expense, if any, for Mortgage Title Insurance to be paid by Buyers.

5. **CLOSING.** The transaction shall be closed as soon as Buyers pay seller *Three Hundred Fifty-Nine Thousand Nine Hundred Dollars (\$359,900.00)*. Upon payment of the Purchase Price, and the signing of a Sales Disclosure Form, Seller shall deliver a properly executed General Warranty Deed, conveying or contracting to convey the real estate, improvements, and fixtures in substantially their present condition, usual wear and tear expected, and if Seller is unable to do so, Buyer shall have the option to revoke this Agreement and have the Earnest Money returned, without delay.

6. **POSSESSION.** Buyers shall have possession at date of closing when the entire cash price has been made. Insurance shall be cancelled as of closing date. Seller shall pay all charges for utility services furnished the real estate until the date possession is delivered. Buyers will maintain possession as owner upon execution of the General Warranty Deed.

7. **IMPROVEMENTS AND FIXTURES.** This agreement to purchase includes all improvements and permanent fixtures used in connection with said real estate, including, but not necessarily limited to the following: All electrical, gas, central heating, central air condition, and plumbing fixtures, including water softener, (except rental units,) built in appliances, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, shutters, attached carpeting, linoleum radio, or television, antennae, garage door openers with 2 activators, attached shelving, trees, shrubs, flowers, fences, and anything that may be deemed an improvement or fixture, now in or on the property, the costs of which shall be fully paid and shall be free of liens.

8. **AS IS.** The property is being sold AS IS. Buyers agree to purchase the property AS IS.

9. **INSPECTION OF PROPERTY.** Buyers have personally inspected and examined the above property, improvements and fixtures included therein and makes this Agreement in good faith. Buyers shall have an opportunity to again inspect the above property, improvements, and fixtures immediately prior to closing. All the terms and conditions are as stated herein, there being no verbal agreements. If this Agreement is accepted by the Seller, it shall be an Agreement binding and inuring to the benefit of the Buyers and Seller, their heirs, and personal representatives.

10. **ZONING.** Buyer's intended use requires a zoning classification of Residential, and this agreement is contingent on such use being permitted as date of closing.

11. **EARNEST MONEY.** The Buyers deposits as earnest money the sum of ONE THOUSAND DOLLARS (\$1000.00). Deposit shall be placed in the trust account belonging to Seller's attorney and held in escrow by Seller's agent until closing. Once the Buyers have paid the full deposit to the Seller AND the purchase agreement has been signed by all parties, Buyer shall have thirty (30) days to complete financing and purchase of the real estate. If this offer is accepted and Buyers fail to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.

12. **This Agreement is solely between Buyer and Seller.**

13. **By signing this document, the parties wish to be bound by the terms and conditions of this agreement to purchase and agree fully to its terms and conditions.**

So dated this 9th day of December 2017.

BUYERS:

Fredrick D. Brown *Judy H. Brown* *Clarice R. Bills*
Fredrick D. Brown and Judy H. Brown
P.O. Box 2678
Gary, Indiana 46403
Clarice R. Bills
6720 Ironwood Avenue
Gary, IN 46403



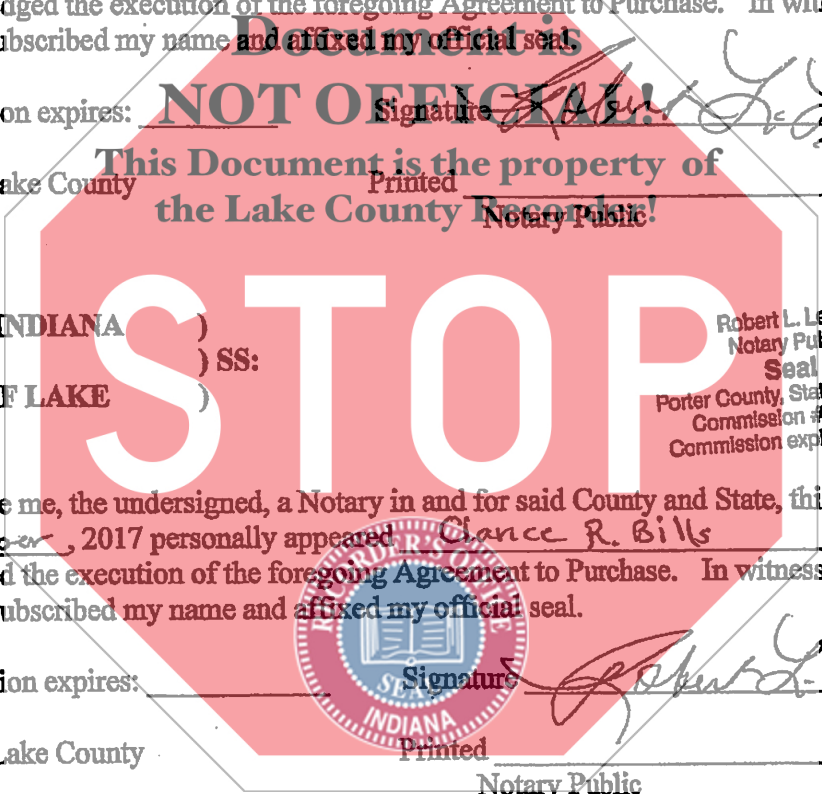
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AGREEMENT TO PURCHASE (continued)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary in and for said County and State, this 9th day of December, 2017 personally appeared Fredrick D. Brown and Judy H. Brown and acknowledged the execution of the foregoing Agreement to Purchase. In witness whereof, I have hereto subscribed my name and affixed my official seal.

My commission expires: _____ Signature: Robert L. Lewis
Resident of Lake County _____ Printed: _____
Notary Public



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Robert L. Lewis
Notary Public
Seal
Porter County, State of Indiana
Commission # 658939
Commission expires 10/5/22

Before me, the undersigned, a Notary in and for said County and State, this 9th day of December, 2017 personally appeared Clance R. Bills and acknowledged the execution of the foregoing Agreement to Purchase. In witness whereof, I have hereto subscribed my name and affixed my official seal.

My commission expires: _____ Signature: Robert L. Lewis
Resident of Lake County _____ Printed: _____
Notary Public

This instrument prepared by:
Kenya A. Jones, 28992-45
ROBERT L. LEWIS & ASSOCIATES
2148 West 11th Avenue
Gary, Indiana 46404

Robert L. Lewis
Notary Public
Seal
Porter County, State of Indiana
Commission # 658939
Commission expires 10/5/22

ADDENDUM TO LAND CONTRACT

1. Parties acknowledge that the original land contract dated February 1, 2018, has expired and that the term requiring that the buyers acquire financing did not occur.
2. Seller and Buyer desire to keep the original land contract terms and renew the financing term through September 30, 2019.
3. Seller and Buyers desire to renew the land contract with the following terms.
4. The terms of the original land contract dated February 1, 2018, shall be incorporated in this agreement.
Correction and addition of dates:
 - a. Payment dates are now July 1, August 1 and September 1 of 2019.
 - b. Seller requires that the real estate identified in the land contract identified as 6720 Ironwood Avenue, Gary, Indiana be financed by September 30, 2019.
 - c. Possession: Buyers will maintain current possession.
 - d. Seller shall inspect property on September 1, 2019.
5. Said land contract will become void once traditional financing is acquired. A real estate purchase agreement will be signed by the parties and financing shall be by a bank, credit union, or similar financing entity.
6. Property taxes are due under the real estate purchase agreement.
7. If the buyers fail to acquire financing by September 30, 2019, the parties will enter into a new lease agreement for the real estate.


Clarice R. Bills
Clarice R. Bills, Seller

Fredrick D. Brown
Fredrick D. Brown, Purchaser

Judy H. Brown
Judy H. Brown, Purchaser

STATE OF INDIANA)
)
COUNTY OF Lake) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Clance Bills, Frederick D. Brown and Judy H. Brown who acknowledged the execution of this Land Contract on June 24, 2019.



Notary Public
Residing in Lake County, Indiana

My Commission Expires:

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



Wesley A. Jones
NOTARY PUBLIC
Lake County, State of Indiana
Commission Number: 711408
My Commission Expires March 12, 2020

