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STATE OF INDIANA  
LAKE COUNTY  
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STATE OF INDIANA)  
COUNTY OF LAKE )

) SS: 2019 056738

2019 AUG 21 PM 3:55

**AFFIDAVIT**

MICHAEL B. BROWN  
RECORDER

Lauren Zitzka ("Affiant"), being duly sworn upon her oath, states as follows:

1. Affiant is a plaintiff in *Zachary Zitzka and Lauren Zitzka v. Bill Brogdon and Jill Brogdon*, Cause No: 45D11-1808-PL-000265, pending in the Lake Superior Court, Crown Point, Indiana. (Exhibit 1)

2. This suit involves allegations that William (a/k/a "Bill") Brogdon and Jill Brogdon knowingly misrepresented and failed to disclose the true condition of certain real property located at 3396 W Lakeshore Drive in Crown Point, IN 46307, which was purchased by Plaintiffs.

3. Defendants Bill and Jill Brogdon have an interest in certain property located at 11002 Elkhart Pl, Crown Point, Lake County, IN 46307, Parcel Number: 45-17-07-127-019.000-047, and described in the Warranty Deed recorded as Document No. 2017-076271. (Exhibit 2)

4. In the pending suit set forth in ¶1, Plaintiffs are seeking a Judgment award against William and Jill Brogdon in an amount in excess of \$87,541 in compensatory damages, plus statutory damages including, but not limited to, treble damages, reasonable attorneys' fees, and litigation costs.

FURTHER AFFIANT SAYETH NOT.



*Lauren Zitzka*  
Lauren Zitzka

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lauren Zitzka, who, duly sworn under oath, executed the above Affidavit as her voluntary act and deed, on this 21 day of August, 2019.

My Commission Expires: 8/23/26  
Commission No.: 5947521  
County of Residence: Lake

*Michael B. Brown*  
Notary Public - State of Indiana

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

*Schuyler D. Geller*  
Schuyler D. Geller (#33699-45)

This Instrument was prepared by:

Schuyler D. Geller (#33699-45)  
Burke Costanza & Carberry LLP  
9191 Broadway  
Merrillville, IN 46410  
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2500  
# 11278  
A

# AFFIDAVIT EXHIBIT 1



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

IN THE LAKE CIRCUIT/SUPERIOR COURT

ZACHARY ZITZKA and  
LAUREN ZITZKA,  
Plaintiffs,

vs.

BILL BROGDON and  
JILL BROGDON,  
Defendants.

) CAUSE NO.

) 4SD11-1808-PL-265

Filed in Clerks

AUG 01 2018

Michael A. Brown  
CLERK LAKE CIRCUIT COURT

COMPLAINT

Plaintiffs Zachary Zitzka and Lauren Zitzka ("the Zitzkas"), by counsel, Nancy J. Townsend of Burke Costanza & Carberry LLP, for their complaint against Defendants Bill Brogdon and Jill Brogdon ("the Brogdons") allege and state as follows:

1. The Zitzkas own and reside at a home located at 3396 West Lakeshore Drive, Crown Point, IN 46307.

2. The Brogdons are residents of Lake County, Indiana.

3. On or about 11/11/2017, the Zitzkas purchased a home located at 3396 W Lakeshore Drive in Crown Point, IN 46307 ("the Home") from the Brogdons pursuant to a Purchase Agreement, which is attached hereto as *Exhibit A*.

4. On or about 9/9/2017, the Brogdons executed a Seller's Residential Real Estate Sales Disclosure ("Disclosure Statement") that they provided to the Zitzkas on or about 9/12/2017, which is attached hereto as *Exhibit B*.

5. The Brogdons misrepresented the conditions of the foundation, deck, sunroom, and shed on the Disclosure Statement.

6. At the time of the closing, the Zitzkas were unaware that the Home had a history of water damage or any existing issues with settling, flooring damage, water seepage, or foundation problems.

7. The Zitzkas notified the Brogdons of instances of water in the basement, cracks in the foundation, warped flooring, a sinking sunroom, a damaged deck, a shed installed without a required permit, and the Brogdons' failure to disclose and concealment of these issues at the time of sale.

8. The Brogdons have failed to take action to correct any or all of these defects or otherwise provide relief.



**Count I - Fraudulent Misrepresentation**

9. The Zitzkas reallege paragraphs 1 through 8.

10. The Brogdons intentionally or recklessly misrepresented the conditions of the foundation, deck, sunroom, and shed in the Home with the intent to induce the Zitzkas' reliance upon the misrepresentations.

11. The conditions of the foundation, deck, sunroom, and shed were material facts considered by the Zitzkas when assessing whether to make an offer on the Home and when determining what terms would be acceptable in the Purchase Agreement.

12. The Zitzkas relied on the Brogdons' misrepresentations when deciding to enter the Purchase Agreement and when closing on the sale of the Home.

13. As a direct and proximate result of their reliance on the Brogdons' misrepresentations, the Zitzkas suffered damages including property damage, substantial repair and replacement costs, and paying an inflated price for the Home.

**WHEREFORE**, the Zitzkas respectfully request that this Court grant them judgment against the Brogdons, in the form of compensatory damages, reasonable attorney fees, costs of this action, and all other relief just and proper in the premises.

**Count II - Statutory Failure to Disclose**

14. The Zitzkas reallege paragraphs 1 through 13.

15. Indiana Code §§ 32-21-5-7(1) and 32-21-5-10 impose a duty on sellers of residential real estate to disclose to buyers all known conditions, including but not limited to, the foundation and water systems. The Brogdons owed the Zitzkas a duty to disclose all known conditions of the Home set forth in the Disclosure Statement.

16. The Brogdons breached that duty when they failed to disclose the true conditions of the foundation, deck, sunroom, and shed in order to deceive the Zitzkas.

17. The Zitzkas would not have purchased the Home had they known the true conditions of the foundation, deck, sunroom, and shed.

18. As a direct and proximate result of the Brogdons' failure to disclose, the Zitzkas suffered damages including property damage, substantial repair and replacement costs, and paying an inflated price for the Home.

**WHEREFORE**, the Zitzkas respectfully request that this Court grant them judgment against the Brogdons, in the form of compensatory damages, reasonable attorney fees, costs of this action, and all other relief just and proper in the premises.

**Count III – Sellers’ Active Concealment**

19. The Zitzkas reallege paragraphs 1 through 18.

20. The Brogdons intentionally installed a shed under the sinking screen sunroom as a means of support and to conceal the foundation problems.

21. The Brogdons intentionally installed a shed under the sinking screen sunroom to prevent any purchaser, including the Zitzkas, from discovering the true conditions of the Home.

22. The Brogdons’ intentional act of concealing the existing foundation issues and sinking sunroom prevented the Zitzkas from discovering these conditions in the Home.

23. As a direct and proximate result of the Brogdons’ acts of intentionally concealing the foundation issues and sinking sunroom in the Home, the Zitzkas suffered damages including property damage, substantial repair and replacement costs, and paying an inflated price for the Home.

**WHEREFORE**, the Zitzkas respectfully request that this Court grant them judgment against the Brogdons, in the form of compensatory damages, reasonable attorney fees, costs of this action, and all other relief just and proper in the premises.

**Count IV -Statutory Deception**

24. The Zitzkas reallege paragraphs 1 through 23.

25. The Brogdons committed deception in violation of Indiana Code § 35-43-5-3(a)(2) when they knowingly or intentionally made false or misleading written statements with the intent to induce the Zitzkas to purchase the Home.

26. The Brogdons committed deception in violation of Indiana Code § 35-43-5-3(a)(6) when they misrepresented the quality of the Home with the intent to induce the Zitzkas to purchase the Home.

27. The Zitzkas suffered damages in the form of property damage and substantial repair and replacement costs as the direct and proximate result of the Brogdons’ misleading written statements and misrepresentations regarding the true conditions of the foundation, deck, sunroom, and shed.

28. Pursuant to Indiana Code § 34-24-3-1, the Zitzkas are entitled to statutory damages, including but not limited to, treble damages, the costs of this litigation, and reasonable attorney fees.

**WHEREFORE**, the Zitzkas respectfully request that this Court grant them judgment against the Brogdons, in the form of compensatory damages, statutory damages, including but not limited to treble damages, reasonable attorney fees, costs of this action, and all other relief just and proper in the premises.

Respectfully submitted:

*Nancy J. Townsend*  
/s/ Nancy J. Townsend  
Nancy J. Townsend (17178-45)  
Burke Costanza & Carberry LLP  
*Attorneys for Zachary and Lauren Zitzka*  
9191 Broadway  
Merrillville, IN 46410  
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**STOP**

**JURY DEMAND**

RECORDER'S OFFICE

Respectfully submitted:

*Nancy J. Townsend*  
/s/ Nancy J. Townsend  
Nancy J. Townsend (17178-45)  
Burke Costanza & Carberry LLP  
*Attorneys for Zachary and Lauren Zitzka*  
9191 Broadway  
Merrillville, IN 46410  
Ph: 219/769-1313 | Fax: 219/769-6806  
[townsend@bcclegal.com](mailto:townsend@bcclegal.com)

The Zitzkas by and through counsel, Nancy J. Townsend of Burke Costanza & Carberry LLP, demand trial by jury.

Listing Broker (Co.) Century 21 Affiliated ( 1369 ) By David Taylor ( 3407 )  
office code individual code  
Selling Broker (Co.) \_\_\_\_\_ ( \_\_\_\_\_ ) By \_\_\_\_\_ ( \_\_\_\_\_ )  
office code individual code

**PURCHASE AGREEMENT  
(IMPROVED PROPERTY)**



1 Date: September 12, 2017

2  
3 A. **BUYER:** Zachary M. Zitzka ("Buyer")  
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following  
5 terms, provisions, and conditions:

6  
7 B. **PROPERTY:** The property ("Property") is known as 3396 W. Lakeshore Drive  
8 in Winfield Township, Lake County, Crown Point  
9 Indiana, 46307 (zip code) legally described as: LAKES OF THE FOUR SEASONS UNIT NO.5  
10 LOT 863

11  
12 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,  
13 but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments  
14 thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs  
15 and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans  
16 and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes,  
17 storage barns, all landscaping, mailbox, garage door opener with controls AND THE FOLLOWING:  
18 Refrigerator in Kitchen, Gas Range, Dishwasher, Clothes Dryer, Water Softner,  
19 and Pier.

20  
21 **HOME HEATING FUEL:** Any remaining fuel stored in tank(s)  to be included in the sale  will be purchased by  
22 Buyer at current market price measured within five (5) days prior to closing.

23 **EXCLUDES THE FOLLOWING:** Washing machine, Refrigerators in Basement and Garage,  
24 Light fixture in kitchen will be replaced (value \$150.00).

25 The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure  
26 Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller  
27 at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or  
28 community amenities if material.

29  
30 C. **PRICE:** Buyer will pay the total purchase price of ( \$ 430,000.00 ) Four Hundred Thirty  
31 Thousand Dollars for the Property. If Buyer obtains an  
32 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
33 upon purchase price. If appraised value is less than the agreed upon purchase price, either party may terminate this  
34 Agreement or parties may mutually agree to amend the price.

35  
36 D. **EARNEST MONEY:**  
37 1. **Submission:** Buyer submits \$ 5,000.00 as earnest money which shall be applied to the  
38 purchase price at closing. Earnest money shall be delivered within 48 of acceptance of  
39 offer to purchase. Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent  
40 and shall deposit Earnest Money received into its escrow account within two (2) banking days of acceptance of  
41 this Agreement and hold it until time of closing the transaction or termination of this Agreement. Earnest money  
42 shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely  
43 submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior  
44 to Escrow Agent's receipt of the Earnest Money.  
45 2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the  
46 Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement.  
47 If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by  
48 certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor  
49 Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
50 letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is  
51 the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the  
52 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2  
53 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including  
54 attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and  
55 licensing regulations  
56 3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without  
57 legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all  
58 rights to seek other legal and equitable remedies, which may include specific performance and additional  
59 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms  
60 and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default

3396 W. Lakeshore Drive, Crown Point, IN 46307  
(Property Address)



61 which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above,  
62 may include specific performance and monetary damages in addition to loss of Earnest Money.

63 E. METHOD OF PAYMENT: (Check appropriate paragraph number)

64 1.  CASH: The entire purchase price shall be paid in cash and no financing is required. Buyer to provide proof of  
65 funds submitted  with offer  within \_\_\_\_\_ days of acceptance.

66 2.  NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
67

68  Conventional  Insured Conventional  FHA  VA  Other: \_\_\_\_\_ first  
69 mortgage loan for 95,000 % of purchase price, payable in not less than \_\_\_\_\_ years, with an  
70 original rate of interest not to exceed 5.000 % per annum and not to exceed \_\_\_\_\_ points. Buyer  
71 shall pay all costs of obtaining financing, except \_\_\_\_\_  
72

73  
74 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,  
75 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or  
76 regulations and shall supersede any provisions of this Agreement.  
77

78 3.  ASSUMPTION: (Attach Financing Addendum)

79 4.  CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)

80 5.  OTHER METHOD OF PAYMENT: (Attach Financing Addendum)

81  
82 F. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary,  
83 including an appraisal, to complete this transaction or for approval to assume the unpaid balance of the  
84 existing mortgage within 7 days after the acceptance of this Agreement and to make a diligent effort to  
85 meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than  
86 30 days after acceptance of the Agreement shall be allowed for obtaining loan approval or mortgage assumption  
87 approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an  
88 extension of time for this purpose is mutually agreed to in writing.  
89

90 G. CLOSING:

91 1. DATE: The closing of the sale (the "Closing Date") shall be on or before November 11, 2017, or  
92 within --- days after \_\_\_\_\_, whichever is later or this Agreement  
93 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the  
94 latest date above must be by mutual written agreement of the parties.

95 If closing cannot occur by "Closing Date" (or any mutually agreed extension thereto) due to any  
96 government regulation, the date of closing shall be extended for the period necessary to satisfy these  
97 requirements, not to exceed 7 business days.

98 2. FEE: The settlement or closing fee incurred in conducting the settlement charged by the closing agent or  
99 company shall be paid by  Buyer (Included in allowance, if provided)  Seller  Shared equally.

100 3. CONTINGENCY: This Agreement:  Is not contingent upon the closing of another transaction;  
101  Is contingent upon the closing of the pending transaction on the property located at \_\_\_\_\_  
102 \_\_\_\_\_ scheduled to close by \_\_\_\_\_.

103 4. GOOD FUNDS: Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds  
104 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse  
105 in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000 or more shall be  
106 wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source  
107 shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of  
108 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to  
109 the buyer and the actual cost incurred shall appear on the closing statement.

110 5. WIRE FRAUD: If you receive any electronic communication directing you to transfer funds or provide  
111 nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE  
112 FROM BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct  
113 communication with Broker or Title Company. Such requests may be part of a scheme to steal funds or  
114 use your identity.  
115

116 H. POSSESSION:

117 1. The possession of the Property shall be delivered to Buyer  at closing  within --- days beginning  
118 the day after closing by \_\_\_\_\_  a.m.  p.m.  noon or  on or before \_\_\_\_\_  
119 if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing  
120 \$ --- per day. If Seller does not deliver possession by the date and time required in the first  
121 sentence of this paragraph, Seller shall pay Buyer \$ one hundred fifty dollars 9/12/17 per day as liquidated damages  
122 until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available  
123 against the Seller.

124 2. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is  
125 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to

3396 W. Lakeshore Drive, Crown Point, IN 46307

(Property Address)

Page 2 of 7 (Purchase Agreement)

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William and Jill

WBS



- 126 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and  
127 personal property not included in the sale.
- 128 3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by  
129 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,  
130 Buyer, at Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money to  
131 buyer or (b) elect to close the transaction, in which event Seller's right to all real property insurance  
132 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
- 133 4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the  
134 day of possession.
- 135
- 136 I. **SURVEY:** Buyer shall receive a (Check one)  **SURVEYOR LOCATION REPORT**, which is a survey where  
137 corner markers are not set;  **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are  
138 set prior to closing;  **WAIVED**, no survey unless required by lender; at (Check one)  **Buyer's expense**  
139 (Included in allowance, if provided)  **Seller's expense**  **Shared equally**. The survey shall (1) be received  
140 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all  
141 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to  
142 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released  
143 from any and all liability relating to any issues that could have been discovered by a survey. This release shall  
144 survive the closing.
- 145
- 146 J. **FLOOD AREA/OTHER:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at  
147 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood  
148 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more  
149 flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer  may  
150  may not terminate this Agreement if the Property requires flood insurance. Buyer  may  may not terminate  
151 this Agreement if the Property is subject to building or use limitations by reason of the location, which materially  
152 interfere with Buyer's intended use of the Property.
- 153
- 154 K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain  
155 a favorable written commitment for homeowner's insurance within 30 days after acceptance of this Agreement.
- 156
- 157 L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,  
158 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training,  
159 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and  
160 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.  
161 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not  
162 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young  
163 children and/or the elderly.
- 164
- 165 Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property  
166 and its environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the  
167 Property at harmful levels is through inspections.
- 168
- 169 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
170 Contaminants and release and hold harmless all Brokers, their companies and licensees from any  
171 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection  
172 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.  
173 This release shall survive the closing.
- 174
- 175 M. **INSPECTIONS:** (Check appropriate paragraph number)
- 176
- 177 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
178 and has been afforded the opportunity to require such inspections as a condition of this Agreement.
- 179
- 180 1.  **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**  
181 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own  
182 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with  
183 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release  
184 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.
- 185
- 186 2.  **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**  
187 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,  
188 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by  
189 licensed independent inspectors or qualified independent contractors selected by Buyer within the following  
190 time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's  
191 inspections. Seller must make all areas of the Property available and accessible for Buyer's  
192 inspection.

3396 W. Lakeshore Drive, Crown Point, IN 46307

193 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections after acceptance  
194 of the Purchase Agreement. Buyer shall have 10 days beginning the day following the date of  
195 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see  
196 "Buyer's Inspection Response").  
197

198 Inspections may include but are not limited to the condition of the following systems and components:  
199 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
200 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint  
201 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or  
202 the following:

203 If the INITIAL inspection report reveals the presence of lead-based paint, radon, mold and other biological  
204 contaminants, or any other condition that requires further examination or testing, then Buyer shall have  
205 5 additional days to order, receive and respond in writing to any additional reports.  
206

207 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any  
208 problem revealed in a report within the applicable Inspection/Response Period, the Property shall be  
209 deemed to be acceptable. If one party fails to respond or request in writing an extension of time to  
210 respond to the other party's Independent Inspection Response, then that inspection response is  
211 accepted. A timely request for extension is not an acceptance of the inspection response, whether or not  
212 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS  
213 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are  
214 not limited to, availability of responding party to respond, type and expense of repairs requested and need of  
215 responding party to obtain additional opinions to formulate a response.  
216

217 If Buyer reasonably believes that the Inspection Report reveals a DEFECT with the Property (under Indiana  
218 law, "Defect" means a condition that would have a significant adverse effect on the value of the  
219 Property, that would significantly impair the health or safety of future occupants of the Property, or  
220 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected  
221 normal life of the premises), and after having given Seller the opportunity to remedy the defect Seller is  
222 unable or unwilling to remedy the defect to Buyer's reasonable satisfaction before closing (or at a time  
223 otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the  
224 transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT  
225 PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS  
226 MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.  
227

228 **N. LIMITED HOME WARRANTY PROGRAM:**

229 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
230 which  will  will not be provided at a cost not to exceed \$ \_\_\_\_\_ charged to  Buyer  Seller  
231 and ordered by  Buyer  Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM  
232 may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection.  
233 Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty  
234 Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and  
235 their companies shall be released and held harmless in the event of claims disputes with the Home Warranty  
236 Provider.  
237

238 **O. DISCLOSURES: (Check one)**

- 239 1. Buyer  has  has not  not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
240 SALES DISCLOSURE.  
241 2. Buyer  has  has not  not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
242 AND ACKNOWLEDGMENT.  
243

244 **P. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with  a title insurance commitment for the most  
245 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase  
246 price or  an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller  
247 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage  
248 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use  
249 of the Property. A title company, at Buyer's request, can provide information about availability of various additional  
250 title insurance coverages and endorsements and the associated costs.  
251

252 **Owner's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Owner's Policy  
253 (including title search and examination and commitment preparation), to be paid by  Buyer (included in  
254 allowance, if provided)  Seller  Shared equally.  
255

256 **Lender's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Lender's Policy  
257 (including title search and examination and commitment preparation), if applicable, to be paid by  Buyer (included  
258 in allowance, if provided)  Seller  Shared equally  Other \_\_\_\_\_  
259

3396 W. Lakeshore Drive, Crown Point, IN 46307

(Property Address)

Page 4 of 7 (Purchase Agreement)

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260 The parties agree that  Seller  Buyer will select a title insurance company to issue a title insurance policy and  
261 will order the commitment  Immediately or  other: \_\_\_\_\_  
262 \_\_\_\_\_  
263 \_\_\_\_\_

264 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of  
265 this Agreement.  
266

267 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the  
268 deed and vendor's affidavit), so that marketable title can be conveyed.  
269

270 Q. TAXES: (Check appropriate paragraph number)

271  1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
272 \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all  
273 taxes for the Property payable before that date.

274  2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to  
275 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the  
276 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the  
277 Closing Date.  
278

279 For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid  
280 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified  
281 tax rates. This shall be a final settlement.  
282

283  3. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of  
284 \$ \_\_\_\_\_ to Buyer at closing. This shall be a final settlement.  
285

286 WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING  
287 REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.  
288

289 Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.  
290

291 Buyer may apply for current-year exemptions/credits at or after closing.  
292

293 R. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or  
294 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
295 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall  
296 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the  
297 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
298 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
299 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
300 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
301 assessments for municipal improvements completed after the date of this Agreement.  
302

303 S. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
304 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
305 writing to a different date and/or time.  
306

307 Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and  
308 delivery of such offer/counter offer.  
309

310 T. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"): Documents for a mandatory  
311 membership association shall be delivered by the Seller to Buyer within 5 days after acceptance of this  
312 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for  
313 obtaining or verifying this information. If the Buyer does not make a written response to the documents within 5  
314 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the  
315 provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the  
316 Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the  
317 Association shall be obtained by the Seller, in writing, within 5 days after Buyer's approval of the documents.  
318 Fees charged by the "Association", or its management company, for purposes of verification of good standing  
319 and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any,  
320 shall be paid by Buyer.  
321

322 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
323 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
324 conditions that could affect the Property.

3396 W. Lakeshore Drive, Crown Point, IN 46307

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325 U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
326 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
327 to recover court costs and reasonable attorney's fees from the non-prevailing party.  
328

329 V. **ADDITIONAL PROVISIONS:**

- 330
- 331 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/  
332 assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.  
333
- 334 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
335 insurance.  
336
- 337 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at  
338 [www.in.gov/meth](http://www.in.gov/meth). Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this  
339 information.  
340
- 341 4. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the  
342 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for  
343 providing or verifying this information.  
344
- 345 5. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_, ~~XXXXXXXXXX~~,  
346 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
347
- 348 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller  
349 will pay applicable tax obligation.  
350
- 351 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered,  
352 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,  
353 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.  
354
- 355 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is  
356 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and  
357 assigns.  
358
- 359 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the  
360 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.  
361
- 362 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior  
363 understandings or written or oral agreements between the parties' respecting the transaction and cannot be  
364 changed except by their written consent.  
365
- 366 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.  
367
- 368 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including  
369 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and  
370 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and  
371 Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties  
372 agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with  
373 any service provider.  
374
- 375 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)  
376 information regarding this transaction may be published in a listing service, Internet or other advertising media.  
377
- 378 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed  
379 until this transaction is closed.  
380
- 381 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and  
382 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing  
383 to the contrary.  
384
- 385 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # ~~XXXXXXXXXXXXXXXXXXXX~~.  
386  
387
- 387 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

3396 W. Lakeshore Drive, Crown Point, IN 46307  
(Property Address)

388 W. FURTHER CONDITIONS (List and attach any addenda):  
 389 David Taylor Hereby discloses he does not represent Zachary M. Zitzka in this  
 390 transaction. Listing agent will be assisting buyer but not representing him.  
 391  
 392 Transaction is subject to Lakes of Four Seasons "Rights of First Refusal".  
 393  
 394 Earnest Monies to be held by Century 21 Affiliated.  
 395 and earnest money 22 9/12/17 *DOB JR*  
 396 Inspection/period to begin after the Rights of First Refusal have been signed  
 397 off by neighbors declining the opportunity to buy subject home.  
 398 hand association on 9/12/17 *DOB JR*

399 X. CONSULT YOUR ADVISORS: Buyer and Seller *DOB JR* acknowledge they have been advised that, prior to signing this  
 400 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the  
 401 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a  
 402 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the  
 403 condition of the Property.  
 404

405 Y. ACKNOWLEDGEMENTS: This  is  is not a limited agency transaction. Buyer and Seller acknowledge that  
 406 each has received agency office policy disclosures, has had agency explained, and now confirms all agency  
 407 relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved  
 408 in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement  
 409 and acknowledge receipt of a signed copy.  
 410

411 Z. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 7:00  A.M.  P.M.  
 412  Noon, on September 14, 2017, this Purchase Agreement shall be null and void and all  
 413 parties shall be relieved of any and all liability or obligations.  
 414

This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed  
 415 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together  
 416 shall constitute one and the same instrument. The parties agree that this Agreement, together with any and all  
 417 subsequent forms, amendments and addenda may be transmitted between them electronically or digitally. The  
 418 parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on  
 419 the parties. The original documents shall be promptly delivered, if requested.  
 420



421  
 422  
 423  
 424  
 425 *Zachary M. Zitzka* 9/12/17 \_\_\_\_\_  
 426 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
 427 Zachary M. Zitzka  
 428 PRINTED  
 429

430 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):  
 431 On September 13, 2017, at \_\_\_\_\_,  A.M.  P.M.  Noon  
 432  
 433

- 434  1. The above offer is Accepted.  
 435  
 436  2. The above offer is Rejected.  
 437  
 438  3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and  
 439 the Counter Offer.  
 440

441 *William Brogdon* 09/13/2017 *Jill Brogdon* 09/13/2017  
 442 05:18 PM GMT 04:47 PM GMT  
 443 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE  
 444 William Brogdon Jill Brogdon  
 445 PRINTED PRINTED  
 446  
 447

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3396 W. Lakeshore Drive, Crown Point, IN 46307  
 (Property Address)



**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**  
State Form 46234 (R6) 6-14)

Date (month, day, year)  
**9-9-2017**

NOTE: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 130-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)  
**3396 W. Lakeshore Drive, Crown Point, IN 46307**

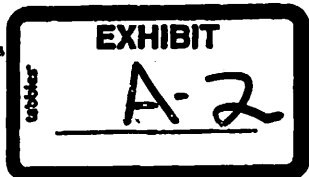
1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	✓				Cistern					
Clothes Dryer	✓		✓		Septic Field/Bed	✓				
Clothes Washer	✓				Hot Tub	✓		✓		
Dishwasher			✓		Plumbing	✓				
Disposal	✓				Aerator System	✓				
Freezer	✓				Sump Pump	✓				
Gas Grill	✓				Irrigation Systems	✓				
Hood	✓				Water Heater/Electric	✓		✓		
Microwave Oven	✓				Water Heater/Gas	✓				
Oven	✓				Water Heater/Solar	✓				
Range	✓				Water Purifier	✓				
Refrigerator <i>Kitchen</i>	✓				Water Softener	✓		✓		
Room Air Conditioner(s)	✓				Well	✓				
Trash Compactor	✓				Septic and Holding Tanks and Mound	✓				
TV Antenna/Dish <i>Cable</i>	✓				Geothermal and Heat Pump	✓				
Other:					Other Sewer System (Specify)	✓				
					Swimming Pool & Pool Equipment	✓				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			✓		
					Are the structures connected to a public sewer system?			✓		
					Are there any additions that may require improvements to the sewage disposal system?				✓	
					If yes, have the improvements been completed on the sewage disposal system?		N/A			
					Are the improvements connected to a private/community water system?				✓	
					Are the improvements connected to a private/community sewer system?				✓	
<b>B. ELECTRICAL SYSTEM</b>	None/Not Included/Rented	Defective	Not Defective	Do Not Know	<b>D. HEATING &amp; COOLING SYSTEM</b>	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier	✓				Attic Fan	✓			✓	
Burglar Alarm	✓				Central Air Conditioning	✓			✓	
Ceiling Fan(s)	✓				Hot Water Heat	✓			✓	
Garage Door Opener / Controls <i>1</i>	✓				Furnace Heat/Gas	✓			✓	
Inside Telephone Wiring and Blocks/Jacks	✓				Furnace Heat/Electric	✓			✓	
Intercom	✓				Solar House Heating	✓			✓	
Light Fixtures	✓				Woodburning Stove	✓			✓	
Sauna	✓				Fireplace	✓			✓	
Smoke/Fire Alarm(s)	✓				Fireplace Insert	✓			✓	
Switches and Outlets	✓				Air Cleaner	✓			✓	
Vent Fans	✓				Humidifier	✓			✓	
60/100/200 Amp Service (Circle one)	✓				Propane Tank	✓			✓	
Generator	✓				Other Heating Source	✓			✓	

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) <b>9/9/17</b>	Signature of Buyer <i>[Signature]</i>	Date (mm/dd/yy) <b>9/9/17</b>
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer <i>[Signature]</i>	Date (mm/dd/yy) <b>9/12/17</b>
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller at closing	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



Property address (number and street, city, state, and ZIP code)

3396 W. Lakeshore Drive, Crown Point, IN 46307

2. ROOF		YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES		YES	NO	DO NOT KNOW
Age, if known: <u>18</u> Years.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do structures have aluminum wiring?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the roof leak?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any foundation problems with the structures?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there present damage to the roof?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any encroachments?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there more than one layer of shingles on the house?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any violations of zoning, building codes, or restrictive covenants?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, how many layers? <u>N/A</u>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the present use a non-conforming use? Explain:		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. HAZARDOUS CONDITIONS		YES	NO	DO NOT KNOW			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the access to your property via a private road?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the access to your property via a public road?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the access to your property via an easement?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explain:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any structural problems with the building?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have any substantial additions or alterations been made without a required building permit?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there moisture and/or water problems in the basement, crawl space area, or any other area?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there any damage due to wind, flood, termites, or rodents?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have any structures been treated for wood destroying insects?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are the furnace/woodstove/chimney/flue all in working order?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property in a flood plain?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do you currently pay flood insurance?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the property contain underground storage tank(s)?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the licensee a licensed real estate salesperson or broker?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there any threatened or existing litigation regarding the property?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property located within one (1) mile of an airport?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:**  
(Use additional pages, if necessary)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) 9/9/17	Signature of Buyer <i>[Signature]</i>	Date (mm/dd/yy) 9/9/17
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer <i>[Signature]</i>	Date (mm/dd/yy) 9/12/17

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
----------------------------------	-----------------	----------------------------------	-----------------



Form #03.



# AFFIDAVIT EXHIBIT 2





2017 076271

2017 NOV 13 AM 11:48

MICHAEL B. BROWN  
RECORDER

WARRANTY DEED

THIS INDENTURE WITNESSETH THAT Brianne R. Booth n/k/a Brianne R. Gwen of Lake County in the State of Indiana

CONVEYS AND WARRANTS TO William Brogdon and Jill Brogdon, as husband and wife as tenants by the entirety, of Lake County in the State of Indiana for and in consideration of Ten Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Lake County in the State of Indiana, to wit:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

Subject to easements of highways, streets, alleys, sewers, tiles, drains, and public utilities. Subject to all taxes, zoning requirements, easements and restrictions of record.

This deed is executed pursuant to the authority conferred by Power of Attorney executed by Brianne R. Booth n/k/a Brianne R. Gwen and recorded prior to this deed. The said William Lee Gwen, Attorney in Fact, does hereby certify under oath that Brianne R. Booth n/k/a Brianne R. Gwen is now living and, to his knowledge, has not revoked said Power of Attorney.

IN WITNESS WHEREOF, that Brianne R. Booth n/k/a Brianne R. Gwen by William Lee Gwen, Attorney in Fact, has hereunto set her/his hand and seal, this 10th day of November, 2017.

*Brianne R. Booth n/k/a Brianne R. Gwen* (Seal)  
Brianne R. Booth n/k/a Brianne R. Gwen  
by William Lee Gwen, Attorney in Fact

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 10 day of November, 2017, personally appeared Brianne R. Booth n/k/a Brianne R. Gwen by William Lee Gwen, Attorney in Fact, and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 11-13-21

*Jolene Kratochvil*  
Notary Public,  
A Resident of Lake County, IN



MAIL TAX BILLS TO:

William Brogdon and Jill Brogdon  
1102 Elkhart Place # B, Crown Point, IN 46307  
45-17-07, 127-019, 000, 047  
1102 Elkhart Place # B, Crown Point, IN 46307

TAX KEY NO(S) :

GRANTEE(S) ADDRESS:

THIS INSTRUMENT PREPARED BY: Douglas R. Kvachkoff #5575-56, Attorney at Law, 325 N. Main Street, Crown Point, IN 46307  
219-662-2977 File No. IN-17-59666-02

I certify, under the penalties for perjury, that I have taken reasonable care to reflect each social security number in this document unless required by law.

Return to:  
INDIANA TITLE NETWORK COMPANY  
325 NORTH MAIN  
CROWN POINT, IN 46307

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

NOV 13 2017

25.  
CX#26975  
10

042805

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

**LEGAL DESCRIPTION  
EXHIBIT "A"**

The Northwest Quarter of Lot 114, in Wyndance Subdivision, Phase 1, as per plat thereof, recorded in Plat Book 101, Page 31, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the Northwest corner of said Lot 114; thence South 63 degrees 03 minutes 02 seconds East a distance of 68.29 feet; thence South 26 degrees 56 minutes 58 seconds West a distance of 48.75 feet; thence North 63 degrees 03 minutes 02 seconds West a distance of 68.29 feet; thence North 26 degrees 56 minutes 58 seconds East a distance of 48.75 feet to the place of beginning.

Commonly known as 11002 Elkhart Place, #B, Crown Point, IN 46307  
Tax ID No. 45-17-07-127-019.000-047

