

LAND CONTRACT

This Contract, entered into by **Renov8, LLC** (hereinafter referred to as "Vendor"), and Trent Briner (hereinafter referred to as "Purchaser"),

WITNESSETH that the parties agree as follows:

Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the following described real estate located in Lake County, Indiana (hereinafter referred to as "Real Estate"):

Legal Description: Re-subdivision Gary Land Company's 6th Subdivision All Lot 8 Block 23

Parcel ID Number: 45-08-05-134-010.000-004

Commonly Described As: 249 Ellsworth St. Gary, IN 46404

Upon the following covenants, terms and conditions:

Monthly Payment:	\$193.81
Escrow Amount (RE Taxes Only)	\$50.66
Escrow Insurance:	\$19.21
Total Monthly Payment:	\$263.68

(for information purposes only: Escrow Subject to change)

1. PURCHASE PRICE AND MANNER OF PAYMENT.

1.1. PURCHASE PRICE. The purchase price for the Real Estate shall be the sum of ~~\$ Seventeen Thousand Dollars 00/100 (\$17,000.00)~~ without relief from valuation or appraisal laws and with attorney's fees if collection of the balance due hereunder is referred to an attorney after default.

1.2. MANNER OF PAYMENT. The purchase price shall be paid in the following manner:

1.2.1. The sum of ~~\$1,700.00~~ One Thousand Seven Hundred Dollars 00/100 ("**Down Payment**") is paid at the time of execution and delivery of this contract, receipt of such sum being hereby acknowledged by Vendor. Leaving an unpaid balance of ~~\$ Fifteen Thousand Three Hundred and 00/100 Dollars (\$15,300.00)~~

1.2.2. The unpaid purchase price and interest on it shall be paid in monthly installments of **One Hundred Ninety Three and 81/100 Dollars (\$193.81)** beginning **December 8, 2020**, and on the 4th day of each calendar month thereafter, until the remainder of said purchase price, with interest as herein provided, has been paid in full. Purchaser shall have the privilege of payment, at any time, any sum or sums in addition to the monthly payments herein required. The unpaid balance of the purchase price shall bear interest from the date hereof at the rate of 3 Years per centum (9%) per annum, such interest to be computed on the following June 30 or December 31, [whichever date is nearest] and thereafter semi-annually on each June 30, December 31, or date of payment in full, upon the

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

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principal sum unpaid at the begging of such periods. The amount of interest so found due shall be added to the amount remaining due hereunder.

1.2.3. Purchaser shall have a grace period of **five (5) days** from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Vendor within the grace period, then a late charge of **Thirty-Five Dollars (\$35.00)** shall accrue and be immediately due and payable.

1.2.4. All payments due hereunder shall be made to Vendor at:

3824 Deodar St.

East Chicago, IN 46312

or to such other person or at such other place as Vendor may designate in writing.

2. TAXES AND INSURANCE.

2.1. TAXES. Purchaser shall pay the taxes on the Real Estate beginning with the installment payable by November 08, 2020 and all installments of taxes payable thereafter.

2.2. ASSESSMENTS. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien after November 08, 2020.

2.3. INSURANCE. Purchaser shall keep the improvements on said real estate insured under fire and extended coverage policies and pay the premiums on such insurance policies as they become due. Such insurance shall be obtained from companies approved by Vendor and in an amount not less than the balance of the purchase price due hereunder, or to the full extent of their insurable value, if that is less. Such policy or policies shall be issued in the names of Vendor and Purchaser, as their respective interests may appear, and shall be delivered to and retained by Vendor during the continuance of this agreement.

2.4. PAYMENT BY VENDOR. Upon failure of Purchaser to pay taxes or assessments or provide insurance as hereby required, Vendor, without further notice, may pay such taxes or assessments or provide such insurance and add the costs thereof to the principal balance due.

3. POSSESSION. Purchaser shall have full and complete possession of the Real Estate on December 08, 2030. Purchaser's right of possession shall continue so long as Purchaser complies with all the terms and conditions of this agreement and performs all the covenants made in this agreement.

4. EVIDENCE OF TITLE. Vendor has furnished Purchaser with satisfactory evidence of title to the Real Estate which shows a merchantable title to the Real Estate in Vendor as of the date thereof. Any further evidence of title shall be obtained at the expense of Purchaser. Vendor shall have the right to retain possession of any abstract of title until the entire purchase price for the Real Estate has been paid.

5. VENDOR'S RIGHT TO MORTGAGE THE REAL ESTATE. Vendor shall have the right to obtain, without further consent by Purchaser, a loan secured by a mortgage on the Real Estate, and also shall have the right to renew or increase any such mortgage loan. However, the balance due

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VENDOR: 

PURCHASER: 

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also shall have the right to renew or increase any such mortgage loan. However, the balance due in respect of any such mortgage loan at no time shall exceed the unpaid balance of the purchase price due hereunder. If Vendor encumbers the Real Estate by a mortgage and defaults thereunder, Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this contract. Vendor shall pay any such mortgage loan when due or at such earlier time as Purchaser pays in full the unpaid balance of the purchase price hereunder.

6. MECHANIC'S LIENS. Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Vendor at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the Lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Vendor, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid Mechanic's Lien.

7. INDEMNIFICATION AND RELEASE. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Vendor, Purchaser shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected against by insurance. If Vendor shall, without fault, become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Vendor harmless. The indemnification provided by this section shall include Vendor's legal costs and fees in connection with any such claim, action or proceeding. Purchaser does hereby release Vendor from all liability for any accident, damage or injury caused to person or property on or about the Real Estate, whether due to negligence on the part of vendor and notwithstanding whether such acts or omissions be active or passive. Vendor and Purchaser do each hereby release the other from all liability for any accident, damage or injury caused to person or property, provided this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

8. COVENANTS OF PURCHASER. Purchaser covenants not to sell, assign, pledge, mortgage, encumber or transfer its interest in this contract nor Purchaser's interest in the Real Estate without the written consent of Vendor nor to permit an assignment of Purchaser's interest hereunder by operation of law.

9. BANKRUPTCY OF PURCHASER. If Purchaser is adjudicated a bankrupt, or in the event there shall be filed by or against Purchaser in any court pursuant to any statute, either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Purchaser's property, or if Purchaser makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement,

LAND CONTRACT

VENDOR: *me*

PURCHASER: *TB*

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payment for Purchaser's possession of the Real Estate prior to default. Such retention shall not bar Vendor'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 Vendor, including reasonable attorney's fees incurred by Vendor in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchaser.

12. COVENANTS OF VENDOR. Upon payment by Purchaser of all amounts due hereunder in full and performance by Purchaser of all covenants and conditions, Vendor shall convey the Real Estate to Purchaser by general warranty deed, subject, however, to: all conditions, easements, highways, rights-of-way, restrictions and limitations now of record; rights of persons in possession; the lien of all unpaid taxes and assessments for public improvements and other encumbrances which, by the terms of this agreement, are to be paid or assumed by Purchaser or which are made or suffered by Purchaser; and the provisions of applicable zoning laws.

13. GENERAL AGREEMENT OF PARTIES. All covenants hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually serve on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mails by certified or registered Mail, postage prepaid:

If to Vendor:

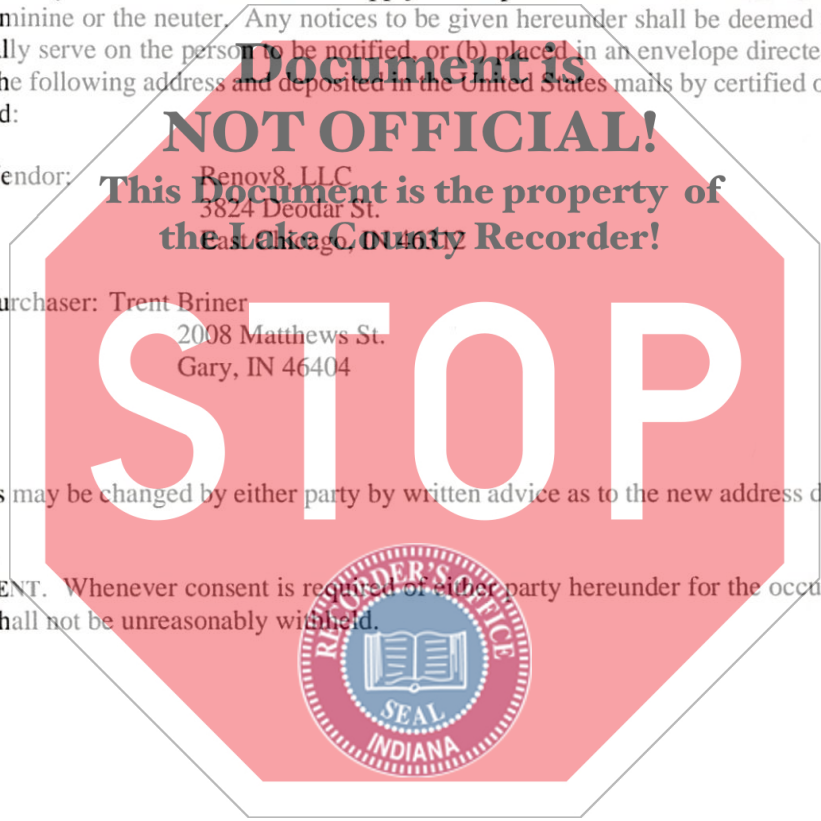
Renov8, LLC
3824 Deodar St.
East Chicago, IN 46431

If to Purchaser: Trent Briner

2008 Matthews St.
Gary, IN 46404

Such addresses may be changed by either party by written advice as to the new address delivered as above provided.

14. CONSENT. Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not be unreasonably withheld.



IN WITNESS WHEREOF, Vendor and Purchaser have executed this instrument on this 23rd day of October, 2020, and if this instrument is executed in counterparts, each shall be deemed an original.

Renov8, LLC MP Principal
Vendors Signature

Trent M. Briner
Purchasers Signature

Renov8, LLC Margaret Spaan Principal
Printed Name

Trent Briner
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Margaret Spaan who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notary Seal this 23rd day of October, 20 20.

Erika J Martin
Notary Public Seal State of Indiana
Lake County
Commission Number NP0722408
My Commission Expires 09/15/2027

Erika J Martin
Notary Public

My Commission Expires: Sept. 15, 2027
County of Residence: LAKE

My Commission Number: NP0722408

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Trent Briner, who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notary Seal this 23rd day of October, 20 20.

Erika J Martin
Notary Public Seal State of Indiana
Lake County
Commission Number NP0722408
My Commission Expires 09/15/2027

Erika J Martin
Notary Public

My Commission Expires: Sept. 15, 2027
County of Residence: LAKE

My Commission Number: NP0722408

LAND CONTRACT
VENDOR: MP
PURCHASER: TB

EXECUTED AND DELIVERED in my presence:

Crystal Farias

(Witness Signature)

Witness: Crystal Farias

(Printed Name)

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Crystal Farias

being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Margaret Spahr, on behalf of Bender's LLC, (VENDOR) and Trent Briner PURCHASER, in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 23rd day of October, 2020.

Erika J. Martin

Notary Public

Erika J. Martin

Printed Name

My Commission Expires: Sept. 15, 2027

My County of Residence: LAKE

My Commission Number: NP0722408



Erika J. Martin
Notary Public Seal State of Indiana
Lake County
Commission Number NP0722408
My Commission Expires 09/15/2027



LAND CONTRACT

VENDOR: ME

PURCHASER: TB

This instrument was prepared by:
Christian W. Bartholomew
Burke Costanza & Carberry LLP
9191 Broadway
Merrillville, IN 46410



LAND CONTRACT

VENDOR: AS

PURCHASER: 7B