

2020 Dec 4 3:00 PM

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

This Contract For Conditional Sale Of Real Estate, (hereinafter called "Contract") is made and entered into by and between Sondra Gross - Trustee U-T-A dated October 16, 1981 (hereinafter called "Seller") and Leah-Shea D. Roundtree-Griffin, (hereinafter called "Buyer").

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller the following described real estate, including any improvements now and hereafter located on it, in Lake County, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"):

Commonly known as: 4005 Martin Luther King Drive, Gary, Indiana 46409

Legally described as: The North 3 feet of Lot 44 and all of Lots 45 and 46 all in Block 2, of Tuxedo Park Addition in the city of Gary, as per plat thereof, recorded in Plat Book 8, page 13, in the Office of the Recorder in Lake County, Indiana. (Abbreviated: Tuxedo Park Lot 44 & 45 & 46 BL. 2)

Property #: 45-08-27-283-001.000-004

Seller and Buyer knowingly and voluntarily, without inducement or coercion, agree to the following covenants, terms, and conditions:

1. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Forty Five Thousand Dollars (\$45,000.00) in the following manner:

(a) The sum of One Thousand Dollars (\$1,000.00) upon the execution and delivery of this Contract. The receipt of such sum is hereby acknowledged by Seller, leaving an unpaid balance of the purchase price in the sum of Forty Four Thousand Dollars (\$44,000.00). This amount shall be reduced by payments and expenses of Buyer properly credited under this Contract, and shall be increased by payments and expenses of Seller based upon execution and delivery of this Contract, and shall hereinafter be called the "Unpaid Purchase Price".

(b) The Unpaid Purchase Price shall bear interest at the rate of nine percent (9%) per annum and shall be computed monthly. Interest at such rate shall begin to accrue from either the date of this Contract, or from the date payments made and costs and expenses incurred by Seller are added to the Unpaid Purchase Price pursuant to the terms of this Contract, whichever shall occur first.

(c) The Unpaid Purchase Price and interest on it shall be paid as follows: Forty Four Thousand Dollars (\$44,000.00) as of the date of execution of this Contract to be paid by Buyer in monthly installments of Four Hundred Seventy Five Dollars (\$475.00) beginning on April 1, 2020 with subsequent installments to be paid on the first day of each month thereafter until the Unpaid Purchase Price is paid in full and shall be in addition to the monthly amounts due for property taxes and other expenses in the amount of One Hundred Twenty Five Dollars (\$125.00) each month as set forth in paragraph 3 below beginning on April 1, 2020 with subsequent installments to be paid on the first day of each month thereafter until the Unpaid Purchase Price is paid in full. As a result, the total monthly installment payment is in the amount of Six Hundred

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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Dollars (\$600.00), subject to any other amounts due as set forth in this Contract. Monthly payments, if made timely, are scheduled to end on or before December 1, 2034.

(d) Buyer shall have a grace period of six (6) 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 Seller within the grace period, then a late charge shall accrue and be immediately due and payable based upon the following late fee schedule: (1) If Buyer's total monthly installment payment is received on the eighth (8th) through and including the fifteenth (15th) of the month that the payment is due, a Sixty Dollars (\$60.00) late fee is immediately due and payable; (2) If Buyer's total monthly installment payment is received on the sixteenth (16th) or anytime thereafter in the month that the payment is due, a One Hundred Dollars (\$100.00) late fee is immediately due and payable; and (3) If Buyer's total monthly installment payment is not received in the month it is due, a One Hundred Sixty Dollars (\$160.00) late fee is immediately due and payable. Therefore, in order for Buyer not to be assessed a late fee, Buyer's total monthly installment payment in the amount of Six Hundred Dollars (\$600.00), subject to any other amounts due as set forth in this Contract, must be received by Seller no later than the seventh (7th) of the month that the payment is due.

(e) Down payment shall be in the form of a cashier's check or money order and monthly payments shall be in the form of a money order made payable to Seller and shall be mailed to Seller at P.O. Box 281, Portage, Indiana 46368 or at any other address as designated in writing by Seller.

2. Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the Unpaid Purchase Price.

3. Buyer agrees to assume and pay the property taxes and penalties on the Real Estate beginning with the second installment property taxes that were paid in November 2019, which have been prorated and shall be added to the Unpaid Purchase Price, together with all installments of property taxes and penalties due and payable thereafter plus any amounts due and payable for any and all back taxes and penalties, which shall be added to the Unpaid Purchase Price. Buyer, upon written notice to Seller, and at Buyer's expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate. In addition to the monthly principal and interest installments as set forth in paragraph 1(c), Buyer shall pay monthly, a sum of One Hundred Twenty Five Dollars (\$125.00) for payment of property taxes. Said amount may be increased, at the sole discretion of the Seller, to account for any increase in the property taxes due and any estimated increase in the amount of future property taxes due and to also include the cost of insurance premiums and any other expenses that Seller may be required to pay on behalf of Buyer. Buyer agrees to pay any assessments, charges or penalties upon or applying to the Real Estate for public or municipal improvements or services which are assessed or charged to the Real Estate at any time on or after the date of this Contract.

4. At all times during the period of this Contract:

(a) Buyer shall keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price. Buyer shall designate Seller as the Mortgagee of the Real Estate on the insurance policies until such time that the Unpaid Purchase Price is paid in full by Buyer. Buyer understands that this Contract imposes a duty upon the Buyer to insure the improvements located upon the Real Estate for the benefit of Seller as Mortgagee.

(b) Buyer shall obtain standard liability insurance with coverage in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence.

(c) Within thirty (30) days from the date of this Contract, Buyer shall provide Seller with written documentation, including, but not limited to, the Declaration Page of the insurance policy, as proof that Buyer has obtained the requisite insurance coverage and has designated Seller as the Mortgagee in accordance with the terms of this Contract as set forth above. Until the time that Buyer obtains the requisite insurance coverage, Buyer understands that Seller has a fire insurance policy that does not cover vandalism or some of the other forms of extended coverage and only insures the building that is the residential dwelling located upon the Real Estate; it does not insure any other structures located upon the Real Estate or any of Buyer's personal belongings. In addition, Buyer understands that Seller's fire insurance policy is in the amount of the Unpaid Purchase Price or in Seller's sole discretion less than the Unpaid Purchase Price. Once Seller receives written documentation as proof that Buyer has obtained the requisite insurance coverage and has designated Seller as the Mortgagee, Buyer understands that Seller will cancel Seller's fire insurance coverage for this Real Estate. Therefore, it is imperative at all times during the period of this Contract that Buyer always maintains the requisite insurance coverage with Seller designated as Mortgagee and always timely pays the insurance premiums as set forth below in subpart (d).

(d) At all times during the period of this Contract Buyer shall pay premiums on such insurance policies in a timely manner as they become due. In addition, each year during the period of this Contract when Buyer's insurance policy renews or if Buyer obtains an insurance policy with a different insurance company, Buyer shall provide Seller each year with a copy of the Declaration Page and any other documentation as proof that Buyer has maintained the requisite insurance coverage with Seller designated as Mortgagee as set forth in this Contract.

(e) In the event of fire or other damage loss to the premises, Buyer shall give immediate notice by mail and telephone to Seller, and Seller may make proof of loss if not made promptly by Buyer, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Seller instead of to Buyer and Seller jointly, and the insurance proceeds, or any part thereof, may be applied by the Seller at its option to the reduction of the indebtedness hereby secured and/or to the restoration and/or repair of the property damaged. Notwithstanding anything herein to the contrary, if Seller has paid any premium for insurance on the Real Estate irrespective of whether or not Buyer has reimbursed Seller, Seller will be liable to the Buyer, if at all, for payment of the interest of Buyer as Buyer's interest may appear, only up to and not exceeding the amount of the insurance proceeds received by Seller but only after the Seller has first been compensated from such proceeds for Seller's interest due to the loss plus any expenses that Seller has incurred and/or will incur due to the loss irrespective of whether or not any remaining proceeds, if any exist, will fully compensate Buyer for Buyer's interest.

5. (a) If Buyer fails to perform any act or to make any payment required by this Contract, Seller shall have the right at any time, without notice, to perform any such act or to make any such payment, or any part thereof, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. In addition, as it specifically relates to any and all amounts of money due for any and all sewage and trash usage that is not timely paid in full by Buyer, which Buyer is required to timely pay pursuant to paragraph 12 of this Contract, Seller shall have the right to take any action in order to ensure payment in full by Buyer, including, but not limited to, contacting and instructing any representative of and/or counsel for Gary Sanitary District, Indiana American Water Company, and any other entities and individuals, to discontinue and to turn off Buyer's services for sewer, trash, and water until Buyer pays the total amount of money due in full

on Buyer's account for sewer and trash usage so that Buyer's account has a zero balance with no money due and owing. Nothing in this provision shall imply any obligation on the part of the Seller to perform any act or to make any payment required of Buyer under the terms of this Contract.

(b) The exercise of any such right by Seller shall not constitute a release or waiver of any obligation of the Buyer under this Contract or a waiver of any remedy available to Seller under this Contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of Seller for subsequent failure by the Buyer to perform any act or to make any payment required by Buyer under this Contract.

(c) Payments made and all costs and expenses incurred by Seller in connection with the exercise of any such right shall be added to the Unpaid Purchase Price.

(d) In the event Seller makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the Contract rate of interest as set forth in paragraph 1.

6. Seller shall deliver the Real Estate to Buyer. Buyer shall immediately notify Seller once Buyer resides in the Real Estate. In addition, throughout the term of this Contract Buyer shall immediately notify Seller of any changes to Buyer's telephone numbers and any other relevant contact information. Also, Buyer shall respond promptly within twenty-four (24) hours to all telephone calls, letters, notices, e-mails, notes, and any other type and form of communication from Seller and/or anyone acting on behalf of Seller. Furthermore, once Buyer resides in the Real Estate so that the Real Estate is Buyer's principal place of residence, Buyer shall take the necessary steps to file for both a Homestead Deduction and Mortgage Deduction along with any other applicable deductions and provide written proof to Seller within thirty (30) days of residing in the property or by December 1, 2020, whichever date comes first, that Buyer has filed for both a Homestead Deduction and a Mortgage Deduction along with any other applicable deductions.

7. Seller covenants and agrees that upon the payment of all sums due under this Contract and the prompt and full performance by Buyer of all of Buyer's covenants and agreements herein made, and after Buyer pays to Seller the additional amount of money in the amount of Eight Hundred Dollars (\$800.00) that is due and owing for the attorney fees for the preparation of the closing documents and also pays to Seller any and all closing costs, including, but not limited to, the filing and recording fees, and after all final closing documents are signed and executed by Seller and Buyer, Seller shall convey or cause to be conveyed to Buyer by Trustee's Deed the above described Real Estate subject to all easements, covenants, conditions, restrictions, limitations, encumbrances, and any other matters of record and all taxes and assessments which are Buyer's obligations.

8. Although the property is currently unencumbered by any lien, Seller shall have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage(s) on the Real Estate.

9. Buyer shall not sell, transfer, lease, or assign this Contract, Buyer's interest therein, or Buyer's interest in the Real Estate, or any part thereof, without the express written consent of Seller. Any assignment, transfer, lease, or sale by Buyer shall not operate to relieve Buyer from any liability herein.

10. Buyer shall not encumber the Real Estate, or any part thereof, with any type of lien.

11. Buyer shall keep and maintain the Real Estate in the same or better condition as when Buyer received possession. Buyer shall be responsible for any and all upkeep, maintenance, and repairs to the Real Estate and shall pay for the costs of any and all upkeep, maintenance, and repairs. Buyer shall comply with all applicable building codes.

12. Buyer shall have the responsibility to legally turn on in a lawful manner with the appropriate entities all utilities, including, but not limited to, electricity, gas, water, sewer, and trash, and shall

(d) Causing or permitting by Buyer of the making of any levy, seizure, or attachment of the Real Estate or any part thereof.

(e) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.

(f) Institution of insolvency proceedings against Buyer, or the adjustment, liquidation, extension, composition or arrangements of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or Buyer's 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.

(g) Desertion or abandonment by Buyer of any portion of the Real Estate.

(h) Failure to maintain the Real Estate in the same or better condition as when Buyer received possession.

(i) Failure to comply with all applicable building codes.

(j) Actual or threatened alterations, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as expressly permitted in writing by Seller.

(k) Failure by Buyer to take the necessary precautions to protect the Real Estate against any damage, vandalism, criminal mischief, arson, and any other offenses and crimes against the Real Estate.

(l) Use of the Real Estate by Buyer or others for any business or for any other purpose other than use of the Real Estate as a residential single family dwelling.

(m) Any conduct of Buyer or others that is unlawful or illegal that occurs in or on the Real Estate.

(n) Failure of Buyer to allow Seller and any of its agents to enter and thoroughly inspect the Real Estate in its entirety as set forth in this Contract.

(o) Failure by Buyer, for a period of thirty (30) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.

21. Upon the occurrence of an Event of Default, Seller shall elect his remedy as provided:

(a) Seller may declare this Contract terminated and cancelled, and upon such a declaration all right, title, estate, and interest of Buyer in and to the Real Estate shall immediately cease and be voided, and Buyer shall then be considered as a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to eject Buyer and all persons claiming under Buyer along with any and all individuals anywhere on the property. Buyer and all persons claiming under Buyer along with any and all individuals anywhere on the property shall cooperate fully by vacating the Real Estate as instructed and by complying with the provisions of paragraph 22 of this Contract, as well as all of the other provisions of this Contract, when vacating the Real Estate. Further, Seller shall have the right to institute legal action to have this Contract terminated and cancelled and to recover from Buyer all or any of the following:

(i) Possession of the Real Estate;

(ii) All right, title, estate, and interest in the Real Estate shall be quieted in favor of Seller;

(iii) Any payments that are due and unpaid at the time of filing of the action, and also any payments that become due and are unpaid from the time of filing of the action until Judgment is entered;

(iv) Interest, at the rate as set forth in paragraph 1, on the Unpaid Purchase Price that is due and owing, and also interest, at the rate as set forth in paragraph 1, on the Unpaid Purchase Price from the last date to which interest was paid until the time that a Judgment is entered;

(v) Due and unpaid property taxes, assessments, charges, and penalties which Buyer is obligated to pay under this Contract;

(vi) Premiums due and unpaid for insurance which Buyer is obligated to pay under this Contract;

(vii) The reasonable costs to board and secure the Real Estate and the reasonable costs for any repairs and/or replacements and any other expenses, including those that are based upon an estimate, irrespective of whether the expense has already been incurred or is an expense that may be incurred in the future, due to any physical damage, alterations, demolition, removal and/or waste to the Real Estate;

(viii) Attorney fees, costs, and any expenses incurred by Seller in order to enforce Seller's rights hereunder;

(ix) Any other amounts which Buyer is obligated to pay under this Contract;

(x) Post-Judgment interest at the statutory rate; and

(xi) Any other relief which is just and proper; or

(b) 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. When all of such sums are paid to Seller, Seller will convey or cause to be conveyed to Buyer by Trustee's Deed the Real Estate subject to all easements, covenants, conditions, restrictions, limitations, encumbrances, and any other matters of record and all taxes and assessments which are Buyer's obligations.

(c) In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

(i) Retain, without prejudice to Seller's right to recover any other sums from Buyer or to have any other remedy under this Contract, as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.

(ii) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.

(iii) Enforce any right without relief from valuation and appraisal laws.

22. Upon the occurrence of an Event of Default, or for any other reason, when Buyer along with any and all individuals in the home and anywhere on the property vacate the Real Estate, in addition to all of the other provisions of this Contract, Buyer along with any and all individuals in the home and anywhere on the property shall comply with all of the following:

(a) Unless a specific date and time for vacating the Real estate has already been designated and agreed to by Seller, at least seventy-two (72) hours prior to the time that Buyer along with all other individuals intend to vacate the Real Estate, which must occur within the specific time frame if given, Buyer shall notify Seller by telephone at Seller's current telephone number with the specific date and time during daylight hours that Buyer along with all other individuals intend to vacate the premises in order to insure that the date and time is convenient for Seller so Buyer can surrender the keys to the Real Estate to Seller and so Seller can arrange to immediately secure the property upon Buyer's along with all other individuals' departure. If the date and time is not convenient for Seller, then the date and time for Buyer along with all other individuals to vacate the premises shall be scheduled at a convenient date and time for Seller. On the date that Buyer along with all individuals vacate the premises, any and all animals must be properly caged during the entire day until the time of actual departure from the premises so that any animals do not interfere and/or harm any individual who will be on the property performing various tasks, including, but not limited to, inspecting the home, as well as boarding and securing the home;

(c) Seller is entitled to recover any and all attorney fees, costs and expenses incurred by reason of enforcing Seller's rights hereunder, including, but not limited to, any attorney fees, costs, and expenses incurred for preparing any notice and/or letter of delinquency, any and all other notices, letters, e-mails, notes, correspondences, telephone calls, any other type and form of communications, sending someone to the Real Estate, and any other act associated with the enforcement of Seller's rights hereunder irrespective of whether or not any legal action is instituted.

(d) The failure or omission of Seller to enforce any of Seller's rights or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of Seller's rights or remedies to subsequently enforce said breach or any other subsequent breach of this Contract at any other time.

(e) Any notices to be given hereunder shall be in writing and deemed sufficiently given when either:

(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 mailbox, postage prepaid.

(f) 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.

(g) A waiver of any provision of this Contract, or of the rights and obligations of the parties, shall be in writing and signed by both parties for each instance that a waiver is given.

(h) Seller's failure or agreement, in the form of a waiver, to not enforce any provision of this Contract in a particular instance shall not constitute a waiver of Seller's right to subsequently enforce such provision or any other provision of this Contract at any other time.

(i) If any part of this Contract is found to be invalid or unenforceable by a court of law, all other parts of this Contract shall remain valid and enforceable according to its terms.

(j) Any replacement clause for any part of this Contract that is found to be invalid or unenforceable shall be in writing signed by all parties.

(k) Any amendment, change, alteration, and modification to this Contract shall be in writing and signed by all parties. However, this provision does not apply to any increases in Buyer's payments to account for any increase in the property taxes due and any estimated increase in the amount of future property taxes due and to also include the cost of insurance premiums and other expenses that Seller may be required to pay on behalf of Buyer as set forth in paragraphs 1 and 3 of this Contract, since any increases shall be made at the sole discretion of Seller irrespective as to whether Buyer agrees to the increase.

(l) This Contract shall be governed by and construed in accordance with the laws of the State of Indiana.

(m) Indiana State and Federal Courts shall have jurisdiction and the parties agree to the personal jurisdiction of the Indiana Courts.

(n) All parties have been given an opportunity to consult with independent counsel of their own choice prior to executing this Contract.

(o) The parties have read and understand the terms of this Contract and have signed this Contract by persons having authority to bind each party and have done so knowingly and voluntarily without inducement or coercion.

(p) This Contract constitutes the entire and only Contract in effect between the parties regarding said Real Estate, and all the prior negotiations, discussions, representations, agreements, and

understandings, whether verbally or in writing, are hereby cancelled and superseded by this Contract.

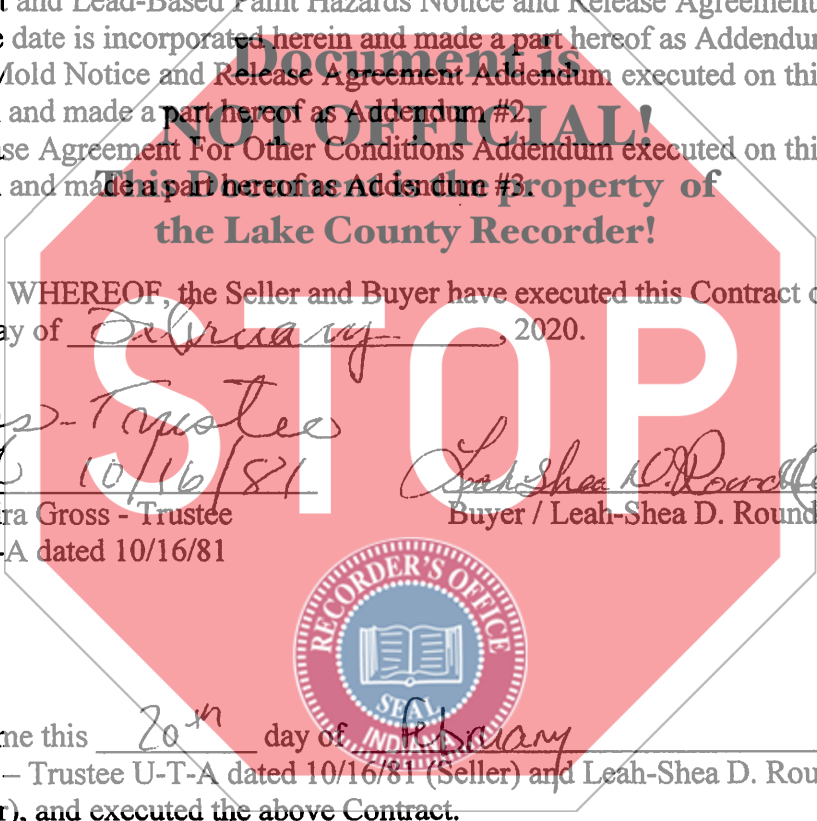
(q) No agreements altering or supplementing the terms of this Contract may be made except by written document signed by all parties. However, this provision does not apply to any increases in Buyer's payments to account for any increase in the property taxes due and any estimated increase in the amount of future property taxes due and to also include the cost of insurance premiums and other expenses that Seller may be required to pay on behalf of Buyer as set forth in paragraphs 1 and 3 of this Contract, since any increases shall be made at the sole discretion of Seller irrespective as to whether Buyer agrees to the increase.

(r) This Contract shall be binding upon and be to the benefit of the parties and to their respective successors, heirs, executors, administrators, personal representatives, and any legal representatives, as well as any authorized assigns.

25. The Lead-Based Paint and Lead-Based Paint Hazards Notice and Release Agreement Addendum executed on this same date is incorporated herein and made a part hereof as Addendum #1.

26. The Radon Gas and Mold Notice and Release Agreement Addendum executed on this same date is incorporated herein and made a part hereof as Addendum #2.

27. The Notice and Release Agreement For Other Conditions Addendum executed on this same date is incorporated herein and made a part hereof as Addendum #3.



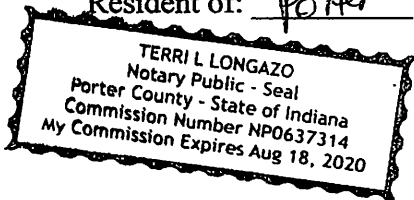
IN WITNESS WHEREOF, the Seller and Buyer have executed this Contract on this 20th day of February, 2020.

Sondra Gross - Trustee
U-T-A dated 10/16/81
Seller / Sondra Gross - Trustee
U-T-A dated 10/16/81

Leah Shea D. Roundtree-Griffin
Buyer / Leah-Shea D. Roundtree-Griffin

Came before me this 20th day of February, 2020
Sondra Gross – Trustee U-T-A dated 10/16/81 (Seller) and Leah-Shea D. Roundtree-Griffin (Buyer), and executed the above Contract.

My commission expires: 8-18-2020
Resident of: Porter County, Indiana



Terri Longazo
Notary Public

This Instrument/Land Contract was prepared by: Sondra Gross as Trustee U-T-A dated 10/16/81

ADDENDUM # 1 TO CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
NOTICE AND RELEASE AGREEMENT

PROPERTY ADDRESS: 4005 Martin Luther King Drive, Gary, Indiana 46409

BUYER IS HEREBY NOTIFIED THAT LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS AND SERIOUS INJURY.

Buyer acknowledges, understands, and agrees that the property described above is being offered for sale by Sondra Gross – Trustee U-T-A dated 10/16/81, in “AS IS” condition with no representations or warranties made as to the condition of the property. This includes the possible hazards of Lead-Based Paint which may be present in, on, or around the property.

This property may have been constructed prior to 1978, and as such, Lead-Based Paint and/or Lead-Based Paint Hazards may be present. Seller has made no inquiry into the existence of Lead-Based Paint and/or Lead-Based Paint Hazards in, on, or around this property and makes no representation, either written or oral, concerning the existence of Lead-Based Paint and/or Lead-Based Paint Hazards. Buyer hereby acknowledges, understands, and agrees that this property may contain Lead-Based Paint and/or Lead-Based Paint Hazards.

The Seller and its Agent(s) are NOT qualified to advise Buyer of the possible serious health risks, serious health problems, and potential for serious injury associated with Lead-Based Paint and/or Lead-Based Paint Hazards. However, Buyer is hereby notified and understands that potential serious health risks, serious health problems, and serious injury may exist should Lead-Based Paint and/or Lead-Based Paint Hazards be present in, on, or around this property. Buyer represents and warrants that Buyer has NOT relied upon the accuracy or completeness of any representations made by the Seller and/or its Agent(s) regarding the presence of Lead-Based Paint and/or Lead-Based Paint Hazards, nor has the Buyer relied upon the Seller and/or its Agent's failure to provide information regarding the presence or effects of Lead-Based Paint and/or Lead-Based Paint Hazards found in, on, or around this property.

Buyer has been given the Lead-Based Paint Disclosure and waives Buyer's right to make a risk assessment or inspection of the property at Buyer's expense for the presence of Lead-Based Paint and/or Lead-Based Paint Hazards. As such, Buyer has forfeited Buyer's right to make the sale subject to the results of any such tests at a later date.

Buyer is hereby notified, and understands and agrees that Buyer is solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, injury, and any other damages to the Buyer and/or any other person, the Real Estate, or any other thing due to the presence of Lead-Based Paint and/or Lead-Based Paint Hazards in, on, or around the property.

Buyer acknowledges, understands, and agrees that the Seller and its Agents neither guarantee nor warrant that all Lead-Based Paint and/or Lead-Based Paint Hazards, if any, have been or will be eliminated from this property. Buyer is hereby notified and understands that Lead-Based Paint and/or Lead-Based Paint Hazards have the potential to cause serious health risks, serious health problems, and serious injury, and may present an increased danger to children. Despite this possibility, and despite all of the above notifications, Buyer knowingly and voluntarily, without any inducement or coercion, agrees to elect to close the sale of this property.

In consideration of the sale of the property to the undersigned Buyer, Buyer hereby forever release, indemnifies, holds harmless, and discharges the Seller and its Agent(s), both now and in the future, from any and all claims, liability, and any damages, including, but not limited to, any illness, injury, any health condition, and any other damages to the Buyer and/or any other person, the Real Estate, or any other thing resulting from the presence of

Lead-Based Paint, Lead-Based Paint Hazards, and/or any other environmental and/or hazardous conditions in, on, or around the property.

Buyer has been given the opportunity to review this Lead-Based Paint and Lead-Based Paint Hazards Notice and Release Agreement with the Buyer's attorney or other qualified representative. **Buyer's signature below indicates that Buyer has read and understands the contents of this Agreement and knowingly and voluntarily, without inducement or coercion, enters into this Agreement.**

Dated this 20th day of February, 2020

Sondra Gross-Trustee U-T-A 10/16/81 Leah-Shea D. Roundtree-Griffin
Seller / Sondra Gross – Trustee U-T-A 10/16/81 Buyer / Leah-Shea D. Roundtree-Griffin

