

NOT AN OFFICIAL DOCUMENT

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-033587

1:33 PM 2021 Apr 22



Land Contract

23810 Harrison Street Land Trust (Seller), an Indiana Trust and Anthony Peter Cook, (Buyer) a resident of Lake County, Indiana, hereby agree as follows:

1. Purchase and Sale

Seller agrees to sell and Buyer agrees to buy the following real property, subject to the terms and conditions set forth herein:

Property ID#: 45-24-33-130-008.000-007
Property Address: 23810 Harrison St. Lowell, IN 46356
Legal Description: SEE EXHIBIT A

2. "As Is" Sale

The property is being sold in "as is" condition, subject to defects in the property, including but not limited to structural defects or defects or omissions in heating, cooling, plumbing, or electrical systems. Seller shall not be liable for violations of health or building codes, or any other violations of local, State or Federal laws concerning the condition or habitability of the premises, unless the violation was made known to Seller prior to the date of this agreement and not disclosed in writing to Buyer. Seller is not aware of the presence of lead-based paints, asbestos, mold, or other hazardous materials, but Seller shall not be liable for loss or damage incurred because of the presence of the aforementioned contaminants. Buyer has been given open access to inspect the real estate, and Buyer hereby accepts the property in its current condition.

3. Purchase Price, Method of Payment, Prepayment, Delinquent Payments

a. The purchase price to be paid by Buyer is Twenty-Five Thousand Dollars (\$25,000.00). The purchase price shall be paid as follows: Downpayment of Three Thousand Dollars (\$3,000.00) shall be due at the time of execution of this agreement. The remaining principal balance of Twenty-Two Thousand Dollars (\$22,000.00) shall be subject to Nine percent (9.00%) annual interest. Principal and interest shall be paid in One Hundred and Twenty (120) consecutive monthly payments in the amount of Two Hundred and Seventy-Eight Dollars and Sixty-Nine Cents (\$278.69). Each monthly payment shall be due on or before the first day of each month, the first payment being due July 1, 2021. Excepting for any future adjustments to the payment schedule, the last payment shall be due July 1, 2031.

b. Unless otherwise specified by Seller in writing, Buyer shall make all payments electronically at Seller's website, www.villageindiana.com Check or money order are subject to a Ten (\$10.00) processing fee and may be mailed to:

5424 McFarland Road
Indianapolis, IN 46227

TC JA

25
CC
TS

FILED

APR 22 2021

JOHN E. PETALAS
LAKE COUNTY AUDITOR

NOT AN OFFICIAL DOCUMENT



- c. Buyer may prepay all or part of the outstanding principal balance due under this contract at any time and without penalty.
- d. If Buyer's payment is returned for insufficient funds or other reasons, Buyer shall pay a Twenty-Five Dollars (\$25.00) bad check fee and Seller may require all future payments by cashier's check or money order.
- e. If Seller does not receive (postmarked) the full amount of a monthly payment on or before the 15th day of the month, Buyer shall pay a delinquent payment penalty of Twenty-Five Dollars (\$25.00). If payment is not received by the 30th day of the month, Buyer shall pay an additional penalty of Fifty Dollars (\$50.00).
- f. If Buyer fails to pay the required monthly payment, including late fees or other amounts required to be paid from Buyer to Seller, by the 30th day of the month in which the payment is due, Seller shall send written notice by USPS 1st class mail to Buyer's address herein. The notice shall specify the amount due from Buyer to bring the contract into good standing, which shall be the sum of the delinquent payments, late fees, bad check fees (if any), the monthly payment presently due, the following month's payment, plus any taxes or other items paid on Buyer's behalf. The notice shall additionally state the last day that the payment will be accepted, which shall be not earlier than twenty (20) days from date the notice is mailed. If Buyer fails to pay the amount due by the date indicated in the notice, Buyer shall have defaulted this agreement and Seller may seek to regain possession of the real estate by all lawful means, including but not limited to filing an eviction in small claims court if allowed by local rules. If Buyer defaults on this agreement, Seller may, at its discretion, reinstate this contract upon the payment of the past due payments, late fees, attorneys' fees, court costs, and a \$200 reinstatement fee.

4. Property Taxes, Insurance, Buyer's Responsibilities

- a. Buyer shall pay all property taxes, including assessments, levies, charges, penalties, or other amounts required to be paid with said taxes, beginning with the amounts due and payable as the May installment of 2022. If Buyer fails to pay said amounts by the due date, Seller may pay the amounts due and either 1) add it to the principal balance due under this agreement plus a convenience charge not exceeding \$250 or 2) require reimbursement from Buyer within 30 days. If Seller requires reimbursement, Seller shall send written notice to Buyer by USPS 1st class mail. Failure to pay the property taxes and related amounts as required by Buyer shall be an event of default. If Buyer fails to pay the property taxes and related charged and the real estate is sold at tax sale, Buyer shall not be entitled to any tax sale surplus.
- b. Buyer shall keep the property properly insured against fire and natural disaster. The policy shall name Seller as a beneficiary.
- c. Seller shall not be liable for loss or damage incurred because of injury or death on the property. Buyer shall maintain liability insurance insuring against said loss or damage and shall name Seller as a beneficiary.
- d. Buyer shall obey all local, state, and federal law concerning the property. Any lien, fine, or penalty levied on account of Buyer's failure to comply with any law shall be paid by Buyer.
- e. Buyer shall not encumber or cause a lien to be placed against the title of the property.
- f. Any deposit or charges, excluding any delinquent balance leftover from a prior owner or occupant, required to be paid to establish or maintain electric, gas, water, sewer, or other utility service, shall be paid by Buyer.
- g. Buyer shall permit Seller, or persons designated by Seller, to inspect the real estate with not less than a 48-hour notice.

Tc JA

NOT AN OFFICIAL DOCUMENT



5. Other Default, Default Provisions

- a. Notwithstanding default for non-payment or criminal activities (see below), if Buyer fails to comply with other or provision or condition of this agreement, Seller shall send written notice by USPS 1st class mail to Buyer's address herein. The notice shall describe the provision or condition that Buyer has violated and the last date Buyer has to bring the contract back into good standing, which shall not be less than twenty (20) days from the date the notice was mailed. If Buyer fails to correct the violation by the stated deadline, Buyer shall have defaulted this agreement and Seller may seek to regain possession of the real estate by all lawful means, including but not limited to filing an eviction in small claims court if allowed by local rules.
- b. If Buyer is prosecuted for any violent or drug-related felony which occurs on the property, Buyer shall have defaulted on this agreement and Seller may immediately seek to regain possession of the real estate by all lawful means, including but not limited to filing an eviction in small claims court if allowed by local rules.
- c. If Buyer is found to be engaged in illegal activity which results in the prosecution of Seller for maintaining a common nuisance as defined by Indiana law, Buyer shall have defaulted on this agreement and Seller may immediately seek to regain possession of the real estate by all lawful means, including but not limited to filing an eviction in small claims court if allowed by local rules.
- d. Seller may take any lawful action to permitted under Indiana law, including but not limited to filing an eviction.
- e. Any improvements made to the real estate by Buyer shall remain with the real estate in the event of default, and Buyer shall not be compensated for it in any way.
- f. When possible, Indiana small claims courts shall have jurisdiction over this contract.
- g. If Seller repossess the real estate and is unable to sell it for an amount greater than the amount owed from Buyer, including the attorney's fees and costs incurred by Seller, Buyer shall be personally liable for the difference.
- h. The attorney's fees and costs incurred by Seller on account of Buyer's default shall be added to the total principal amount due from Buyer under this agreement.

6. Title Warranty, Conveyance, Assignment, Amendments, Miscellaneous Provisions

- a. Seller warrants that its hold title to the subject real estate free and clear of any liens or encumbrances, except easements, rights-of-way, any matter that might be disclosed by a survey, and building and land use restrictions. However, Seller shall not be liable to Buyer, its successors and assigns, for loss or damage incurred under this contract in excess of the amount actually paid by Buyer to Seller.
- b. Upon Buyers payment of all amounts due under this contract, Seller shall convey property to Buyer by warranty deed, subject to any liens or encumbrances created by Buyer and the above-mentioned exceptions.
- c. Buyer shall not assign or transfer its rights under this contract without Seller's written consent.
- d. This contract shall be valid even if the instrument conveying title to Seller is recorded subsequent to execution of this agreement.
- e. If any portion of this contract is held to be invalid or unenforceable for any reason, the remaining provisions under this contract shall remain valid and enforceable.
- f. The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's rights to subsequently enforce strict compliance with every section.
- g. Amendments to this contract must be in writing and signed by Buyer and Seller. Handwritten amendments shall not be valid.
- h. Seller may make minor alterations to this document in order to facilitate its acceptance for recording.
- i. This contract need not be notarized to be valid.
- j. This contract must be signed and returned (postmarked) to Seller on or before April 20, 2021 to be valid.

Tc Jt

NOT AN OFFICIAL DOCUMENT



Exhibit A

Lot 4, Block 53, Village of Shelby, as shown in Plat Book 2, Page 7, in Lake County, Indiana

45-24-33-130-008.000-007

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

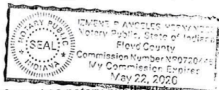


In acknowledgement to agreement of the terms and condition contained herein, the parties hereby affix their signatures.

Jose Ayala
Jose Ayala, Trustee

Dated: 4-20-2021

23810 Harrison Street Land Trust ("Seller")
5424 McFarland Road
Indianapolis, IN 46227

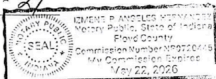


Jose Ayala, Trustee, personally appeared before me, Jimmie P. Ayala Hernandez a notary public, this 10 day of April, 2021 in Marion County, Indiana, and personally acknowledged the execution of this document to be his/her act.

Notary Signature: [Signature] Comm. Exp: 05-22-2026
Notary Printed: Jimmie P. Ayala Hernandez Co. of Res: Floyd

Dated: 4-20-21

Anthony Peter Cook ("Buyer")
23810 Harrison St.
Lowell, IN 46356



Anthony Peter Cook personally appeared before me, Jimmie P. Ayala Hernandez a notary public, this 20 day of April, 2021 in Marion County, Indiana, and personally acknowledged the execution of this document to be his/her act.

Notary Signature: [Signature] Comm. Exp: 05-22-2026
Notary Printed: Jimmie P. Ayala Hernandez Co. of Res: Floyd

Dated: _____

("Buyer")

personally appeared before me, _____, a notary public, this _____ day of _____, _____ in _____ County, Indiana, and personally acknowledged the execution of this document to be his act.

Notary Signature: _____ Comm. Exp: _____
Notary Printed: _____ Co. of Res: _____

Send Tax Bills to: 5424 McFarland Road Indianapolis, IN 46227

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

Prepared by: Jose Ayala, Trustee, 23810 Harrison Street Land Trust

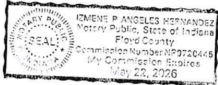
NOT AN OFFICIAL DOCUMENT

Witness: Cothy Backes

Dated: 4 20 2021



Printed: Cothy Backes



State of Indiana)
County of Marion County, Indiana) SS:

The above named witness personally appeared before me and signed this instrument this 20th day of April, 2021.

Notary Public: [Signature]

My Co. of Res: 05-22-2026

Notary Public (Printed): Zimene P. Angeles Hernandez My Comm. Exp: Floyd

Property of Lake County Recorder