

# NOT AN OFFICIAL DOCUMENT

THIS SPACE PROVIDED FOR RECORDER'S USE

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

**2021-057578**  
1:08 PM 2021 Sep 1

WHEN RECORDED RETURN TO:

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

**2021-062803**  
8:45 AM 2021 Oct 12

## CONTRACT FOR DEED

This Contract ("Contract") is effective as of December 12, 2016 by and between

- Ava O'gara, a single person,

hereinafter referred to as "SELLER," whether one or more, and

Ericka (West) Hardin, Ericka, West Hardin  
County, Lake, Indiana,

hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for the purposes hereinafter set forth.

**PROPERTY.** The property sold under this contract is located at 3601 Carolina St., Gary, Indiana 46407 in Lake County and is legally described as

**SHUG PARK SO. BROADWAY ADDITION LOTS 46 AND 47 BLOCK 5 KEY NUMBERS.**

47-24-43 AND 44. Please see attached exhibit A

hereinafter referred to as "the Property."

**FILED** **FILED**  
SEP 01 2021  
OCT 12 2021

JOHN E. PETALAS  
LAKE COUNTY AUDITOR  
LAKE COUNTY AUDITOR

25 cc  
CASH  
KK

25 cc  
CASH  
KK

rerecording legal discription

EwH

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**PURCHASE PRICE.** The agreed upon sales price for the Property is \$20,000.00 with no interest.

**TERMS OF PAYMENT.** Payments under this contract should be submitted to Ava O'Gara at 5337 Grant St., Merrillville, Indiana 46410.

The unpaid principal shall be payable in monthly installments of \$450.00 beginning on November 01, 2016, ~~and continuing until July 01, 2016 (the "Due Date"), at which time the remaining unpaid principal shall be due in full.~~ A.O. E.W. H

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

**LATE PAYMENT CHARGE.** There will be no late payment charge for payments received after the Due Date.

**NON-SUFFICIENT FUNDS.** The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

**PREPAYMENT.** The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

**ENCUMBRANCES.** The Seller guarantees the Property is not currently encumbered. The Seller retains the right to use the Property as collateral on future loans so long as the indebtedness is paid in full prior to the Due Date of this contract. In the event the Seller defaults on any mortgage on the Property, the Buyer can pay on the mortgage and receive credit under this Contract for all payments.

**MAINTENANCE AND IMPROVEMENTS.** Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

**POSSESSION.** Buyer will maintain possession of the Property upon execution of this Contract.

**CONDITION OF PREMISES.** The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

**INSURANCE.** Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall

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immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

**TAXES AND ASSESSMENTS.** Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

*P.O.  
E.W.H.* Seller shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

**REMEDIES ON DEFAULT.** In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 0 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 0 days.

**DEED.** Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

**ABSTRACT/TITLE POLICY.** The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

**NOTICES.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ASSIGNMENT.** Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

**ATTORNEY FEES.** If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

**ENTIRE CONTRACT/AMENDMENT.** This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

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**SEVERABILITY.** If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

**GOVERNING LAW.** This Contract for Deed shall be construed in accordance with the laws of the State of Indiana.

**WAIVER.** The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

**OTHER PROVISIONS.** Buyer to maintain property insurance reflecting Seller's interest in the property.

**TAX EXEMPTION.** Buyer will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

**RECORDING.** This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:  
P. Jeffrey Schlesinger  
8396 Mississippi St.  
Merrillville, Indiana, 46410

736-5555

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**BUYER:**

✓ DATED: 12/8/2016

✓ Ericka West Hardin

Ericka (West) Hardin

STATE OF INDIANA, ss: COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 8<sup>th</sup> day of December,  
2016 by Ericka (West) Hardin.

Kimberly Rodriguez  
Notary Public

Porter County  
Title (and Rank)

My commission expires 10-28-22

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."  
PREPARED BY: A.O.

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**SELLER:**

✓ DATED: 12-8-16

✓ Ava O'gara

Ava O'gara  
5337 Grand St.  
Merrillville, Indiana, 46410

STATE OF INDIANA, COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 8<sup>th</sup> day of December,  
2016 by Ava O'gara.

Kimberly Rodriguez  
Notary Public

Porter County  
Title (and Rank)

My commission expires 10-28-22

Property of Lake County Recorder

EWH

exhibit A



( Lots Forty-six (46), Forty-seven (47) and Forty-eight (48), in Block Five (5), as marked and laid down on the plat of Schug Park South located in Lake County, Indiana, as the same addition to record in Plat Twenty, page 9, in the Recorder's Office of Lake County, Indiana.

Property of Lake County Recorder