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GINA PIMENTEL
RECORDER
2024-006937
STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED
10:12 AM 2024 Feb 23

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT made and entered into by and between RAMONA WILSON (hereinafter called "Seller") and KAYONA STANDIFER (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 in Gary, Lake County, Indiana, ("Real Estate"):

Lot No. Thirty-One (31) in Block No. Seven (7), as marked and laid down on the recorded plat of Gary Land Company's Eleventh (11th) Subdivision of Gary, Lake County, Indiana, also known as and numbered 1175 Polk Street, Gary, Lake County, Indiana.

upon the following terms and conditions:

1. PURCHASE PRICE AND MANNER OF PAYMENT

(A) **PURCHASE PRICE.** As the purchase price for the Real Estate, Buyer agrees to pay Seller and Seller agrees to accept from Buyer the sum of Five Thousand Dollars (\$5,000.00) which Buyer agrees to pay Seller in accordance with the terms and conditions of this Contract without relief from valuation and appraisal laws and with reasonable attorney's fees after default and referral to an attorney for collection.

(B) **MANNER OF PAYMENT.** The purchase price shall be paid in the following manner:

The principal balance of Five Thousand Dollars (\$5,000.00) shall be paid to Seller in monthly installments in the sum of Seven Hundred and 00/100 Dollars (\$700.00) beginning on the 1st day of December, 2023. Subsequent installments shall be paid on the same day of each month thereafter for a period of seven (7) months with the payment on the 8th month in the sum of One Hundred Dollars (\$100.00) and the balance will be paid in full.

2. AS IS

Buyer accepts the property in its AS IS condition.

3. REAL ESTATE TAXES

Buyer shall pay the real estate taxes beginning with the 2024 tax bills (both installments).

FILED

FEB 23 2024

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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CC
JK

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4. **CONVEYANCE OF TITLE**

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 covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate, subject to restrictions and easements of record as of the date of this Contract and all taxes and assessments which are Buyer's obligations.

5. **DEFAULT PROVISIONS**

In the event either Buyer or Seller shall default on any of the terms and conditions set forth herein, the aggrieved party shall notify the defaulting party by certified mail and the defaulting party shall have thirty (30) days to rectify the alleged default prior to the aggrieved party proceeding with litigation for the enforcement of the Contract provisions.

6. **ATTORNEY FEES**

In the event litigation is commenced between the parties to this Contract concerning said business, this Contract, or the rights and duties of either in relation thereto, the party, Buyer or Seller, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney fees in such litigation which shall be determined by the Court. The State of Indiana shall be the agreed forum for said litigation and the laws of the State of Indiana shall apply.

7. **ENTIRE AGREEMENT**

This Contract constitutes the sole and only agreement between Buyer and Seller respecting said sale and purchase described in this Contract and correctly sets forth the obligations of the Buyer and Seller to each other as of this date. Any agreement or representations respecting said sale to Buyer not expressly set forth in this Contract are null and void.

8. **NO ASSIGNMENT**

Buyer may not sell or assign this Contract, Buyer's interest therein or Buyer's interest in the Real Estate, without prior written consent of Seller.

9. **DEFAULT AND ACCELERATION**

It is expressly agreed by Buyer that time is of the essence of this Contract. Upon the occurrence of any event of default, as hereinafter defined, and at any time thereafter, the entire Contract Balance, and all accrued unpaid interest thereof,

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shall, at the option of Seller, become immediately due and payable without any notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Buyer, and Seller shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Contract, and as may be necessary or appropriate to protect Seller's interest under this Contract.

The following shall each constitute an "Event of Default" for purposes of this Contract.

- (A) Default by Buyer for a period of thirty (30) days in the payment of any installment of the Purchase Price when due under the terms of this Contract.
- (B) Default for a period of thirty (30) days after written notice thereof is given to Buyer, in the performance or observation of any other covenant or term of this Contract, including the non-payment of real estate taxes.

10. **SEVERABILITY**

In the event of litigation on the Contract herein, a Court shall determine any part herein to be invalid, that portion shall be severed from the Contract and the remainder of the Contract shall remain in full force and effect.

11. **BINDING ON HEIRS**

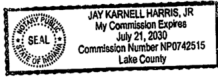
This Contract shall be binding on and shall inure to the benefit of their heirs, executors, administrators, successors and assigns of the parties hereto; nothing contained in this paragraph shall be construed as a consent to any assignment of this Contract by either Buyer or Seller except as provided in the terms of this Contract.

Executed at Lake County, Indiana, on the 23 day of February, 2024.

SELLER:


RAMONA WILSON

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STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

JAY KARNELL HARRIS, JR
My Commission Expires
July 21, 2030
Commission Number NP0742515
Lake County

Subscribed and sworn to before me, a Notary Public, in and for said County and State on this 23 day of

February, 2024

My Commission Expires: 7/21/2030
My Resident County: Lake

Jay Karnell Harris Jr
Notary Public

BUYER:

Kayona Standifer
KAYONA STANDIFER



STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

JAY KARNELL HARRIS, JR
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Jay Karnell Harris Jr
Notary Public

Prepared by: Mark A. Psimos, 9219 Broadway, Merrillville, Indiana 46410, Attorney at Law

"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: LS