

NOT AN OFFICIAL DOCUMENT

INSTALLMENT LAND CONTRACT

THIS AGREEMENT, made and entered into this 29 day of JANUARY, 2024, by and between PAUL BOGDAN, hereinafter referred to as "Seller", and JUAN M. AVILA and MARIANELA AVILA hereinafter referred to as "Buyers".

WITNESSETH:

That the parties agree as follows:

Seller hereby sells to Buyers, and Buyers hereby purchase from Seller, the following described real estate located in Hobart, Lake County, Indiana, hereinafter referred to as the "Real Estate":

The South 1 acre of the North 15 acres of the West Half of the Northwest Quarter of Section 17, Township 35 North, Range 7 West of the 2nd P.M. in Lake County Indiana.

and commonly known as 6996 Grand Boulevard, Hobart, Indiana, 46342, upon the following covenants, terms, and conditions:

I. PURCHASE PRICE AND MANNER OF PAYMENT.

A. Purchase Price. The purchase price for the real estate shall be in the sum of SEVENTY NINE THOUSAND and NO/100 DOLLARS (\$79,000.00) 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.

B. Manner of Payment. The purchase price shall be paid in the following manner:

1. The sum of SEVEN THOUSAND DOLLARS (\$7,000.00) shall be paid at the time of the execution of this agreement.

2. That the balance of SEVENTY TWO THOUSAND DOLLARS (\$72,000.00) shall be paid by Buyers to Seller as follows:

(A) The sum of ONE THOUSAND DOLLARS (\$1,000.00) per month shall be paid by Buyers to Seller commencing on the 1st day of October, 2023, and a like sum on the 1st day of each and every month thereafter for a period of seventy two (72) months.

3. Buyers shall have the privilege of paying at any time any sums in addition to the monthly payments herein required without penalty.

(A) Seller agrees to provide Buyers with full legal title thirty (30) days after the final

FILED

FEB 28 2024

GINA PIMENTEL
RECORDER

STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

2024-007253

3:44 PM 2024 Feb 28

-25-
CS
RM

NOT AN OFFICIAL DOCUMENT

payment, whenever such final payment is made, regardless of the seventy two (72) month term of the contract aforementioned, and no penalty shall be assessed to the Buyers for fulfilling their obligations under this contract prior to the seventy two (72) month term.

4. All payments due hereunder shall be made to Seller at 723 N. 712 W., Portage, IN 46368, or to such other person or entity at such other place as Seller may designate in writing, provided that at least seven (7) days' notice is given to Buyer of any designation of payment.

5. Seller agrees to timely provide the Buyers with a year-end statement as to the real estate taxes paid by Buyers. Seller agrees to hold harmless the Buyers for any untimely or delayed notice caused by the Seller's actions or inactions.

II. TAXES AND INSURANCE.

A. **Taxes.** Seller shall be solely responsible for the payment of real estate taxes for the year 2022 payable in 2023. Buyers shall be responsible for the real estate taxes for the calendar year 2023 payable in 2024, and for all installments of real estate taxes payable thereafter.

Upon receipt of the tax statement by the Seller, the Seller shall immediately furnish a copy of the same to the Buyers. Upon receipt of the tax statement from the Seller, the Buyers shall have ten (10) days to forward a cashier's check or money order, in the full amount of the tax installment, to the Seller. Seller shall then cause the real estate taxes to be paid, and shall furnish the Buyers with proof thereof. Seller shall hold harmless Buyers for any failure and/or delay that may arise in Sellers cause to pay the real estate taxes in a timely manner.

Buyers shall immediately undertake all steps necessary to apply for all real estate tax exemptions available to them in Lake County, Indiana, i.e., mortgage exemption, homestead exemption, etc.

B. **Assessments.** Buyers shall pay all assessments for municipal or other public improvements becoming a lien after the date of the execution of the contract herein.

C. **Insurance.** Buyers 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 Seller and in an amount not less than the balance of the purchase price due hereunder, or to the full extent of its insurable value, if that is less. Such policy or policies shall be issued in the names of Seller and Buyers, as their respective interests may appear, and a copy shall be delivered to and retained by Seller during the continuance of this agreement.

D. **Payment by Seller.** Upon failure of Buyers to pay taxes, assessments, or to provide insurance as hereby required, Seller without further notice, may pay such taxes or assessments or provide such insurance and add the cost thereof to the principal balance due hereunder, which shall

NOT AN OFFICIAL DOCUMENT

be reflected in an itemized statement provided to the Buyers in a timely manner.

III. POSSESSION.

Buyers shall have full and complete possession of the real estate upon the execution of this Contract. Buyers' right of possession shall continue so long as Buyers comply with all the terms and conditions of this agreement and perform all the covenants made in this agreement.

IV. EVIDENCE OF TITLE.

The Seller warrants that he possesses a merchantable title to the real estate free and clear of any mortgages, liens, and encumbrances. Seller further agrees to not further encumber the real estate throughout the duration of this contract.

Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Buyers of all covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyers, by general 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 the Buyers' obligations within thirty (30) days of the final pay off amount.

Seller further agrees to furnish the Buyers with a policy of title insurance in the amount of the purchase price and shall be issued by an insurer satisfactory to Buyers at the time the deed is transferred hereunder. However, upon the discovery of any defects or clouds upon the Seller's title, the Seller shall have a reasonable time in which to cure the same.

V. MECHANIC'S LIENS.

Buyers 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 claim to have been performed or furnished to or for Buyers. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Seller may, at her option, compel the prosecution of any 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, Buyers, upon demand by Seller, 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 Buyers 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.

VI. INDEMNIFICATION AND RELEASE.

NOT AN OFFICIAL DOCUMENT

Regardless of whether or not separate, several, joint, or concurrent liability may be imposed upon Seller, Buyers shall indemnify and hold harmless Seller from and against all damages, claims, and liability arising from or connected with Buyers' 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 Seller is effectively protected against by insurance. If Seller shall, without fault, become a party to litigation commenced by or against Buyers, then Buyers shall indemnify and hold harmless the Seller. Buyers do hereby release Seller from all liability for any accident, damage, or injury caused to person or property on or about the real estate. Seller and Buyers 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.

VII. USE OF THE REAL ESTATE BY BUYERS; SELLER'S RIGHT OF INSPECTION; BUYERS' RESPONSIBILITY FOR ACCIDENTS.

A. Use. Buyers shall use the real estate and the improvements thereon carefully and shall keep the same in good repair at their expense. Buyers shall not commit waste on the real estate. In their occupancy of the real estate, Buyers shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof. Buyers agree not to make any structural changes to the real estate without first obtaining the Seller's written permission to do so.

B. Seller's Right of Inspection. Until the purchase price is paid in full, Seller may enter and inspect the real estate and the improvements thereon at any reasonable time, and upon forty-eight (48) hours' advance notice.

C. Buyers' Responsibility for Accidents. Buyers hereby assume all risk and responsibility for accidents, injury, or damage to person or property arising from their use and control of the real estate and the improvements thereon. Buyers shall insure such risk by carrying liability insurance in an amount satisfactory to the Seller, insuring the Seller's liability as well as the Buyers'.

VIII. SELLER'S REMEDIES ON BUYERS' DEFAULT.

Time shall be of the essence of this agreement. If Buyers fail to pay any installment of the purchase price or interest thereon, or any installment of taxes on the real estate, or assessment for a public improvement, or any premium of insurance, as the same becomes due, and if such failure continues for a period of 30 days after written notice identifying this default is given to Buyers, or if Buyers fail to perform or observe any other condition or term of this agreement and such default continues for period of 30 days after written notice identifying such default is given to Buyers, Seller may, at her option:

A. Cancel this agreement and take possession of the real estate, and remove Buyers

NOT AN OFFICIAL DOCUMENT

therefrom, or those holding or claiming under them, without any demand to the extent permitted by applicable law.

B. Declare the entire unpaid balance due and payable immediately, and in such event, Seller may pursue whatever remedies, legal or equitable, are available to collect the entire unpaid balance of the purchase price.

C. Exercise any other remedies available at law or in equity.

The remedies herein provided shall be cumulative and not exclusive. Failure of Seller to exercise any remedy at any time shall not operate as a waiver of the right of Seller to exercise any remedy for the same or any subsequent default at any time thereafter. In the event of Seller's cancellation after default by Buyers, all rights and demands of Buyers under this contract and in and to the real estate shall cease and terminate and Buyers shall have no further right, title, or interest, legal or equitable, in or to the real estate and Seller shall have the 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 Seller, including reasonable attorney's fees incurred by Seller in enforcing any right hereunder or in removing any encumbrance on the real estate made or suffered by Buyers.

IX. CANCELLATION BY BUYERS.

In the event Buyers at any time elect to cancel this contract, and said cancellation is accepted by Seller, all moneys heretofore paid by Buyers to Seller, as well as the earnest money security deposit posted herein, shall be retained by Seller and is forfeited by Buyers. Buyers further agree that upon their election to cancel this contract, that they will voluntarily vacate the premises within 30 days of their notice of cancellation and the Seller's acceptance thereof.

X. COVENANTS OF SELLER.

Upon payment by Buyers of all amounts due hereunder in full and performance by Buyers of all covenants and conditions, Seller shall convey the real estate to Buyers 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 Buyers or which are made or suffered by Buyers; and the provisions of applicable zoning laws. Such conveyance shall be free and clear of all materialman's, workman's, and other like liens on the premises, excepting those liens mentioned above.

XI. GENERAL AGREEMENT OF PARTIES.

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors, and assigns of the parties. When applicable, the singular shall apply

NOT AN OFFICIAL DOCUMENT

to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope and deposited in a United States Post Office mail box postage prepaid and directed to the person to be notified at their last known address.

The current address of the Buyers is: 6996 Grand Boulevard, Hobart, IN 46342
The current address of the Seller is: 723 N. 712 W., Portage, IN 46342

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

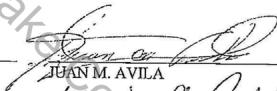
Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not be unreasonably withheld.

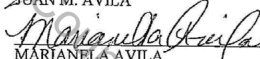
Buyers acknowledge that they are purchasing the real estate from the Seller in its present "as is" condition and that no representations, warranties, or guarantees have been made by the Seller to the Buyers as to its fitness for the purpose intended other than those representations, warranties, or guaranties made herein, if any.

IN WITNESS WHEREOF, the parties have affixed their hands and seals, this ___ day of September 2023



PAUL BOGDAN
"SELLER"



JUAN M. AVILA


MARIANELA AVILA
"BUYERS"

NOT AN OFFICIAL DOCUMENT

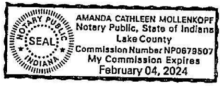
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared PAUL BOGDAN as "Seller", and JUAN M. AVILA and MARIANELA AVILA, as "Buyers", who acknowledged the execution of the foregoing instrument to be their free and voluntary acts and deeds for the purposes therein set forth.

Dated this 26th day of January, 2024

Ex.
Paul
Bogdan

Amanda Hollenkopf
Amanda C Hollenkopf, NOTARY PUBLIC



My Commission Expires: 2-4-2024
County of Residence: Lake

THIS INSTRUMENT PREPARED BY: RANDY K. FLEMING (Atty. #17321-64)
3645 Willowcreek Road
Portage, IN 46368
Telephone: (219)762-7718

"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: *MA*

NOT AN OFFICIAL DOCUMENT

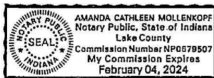
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared PAUL BOGDAN as "Seller", and JUAN M. AVILA and MARIANELA AVILA, as "Buyers", who acknowledged the execution of the foregoing instrument to be their free and voluntary acts and deeds for the purposes therein set forth.

Dated this 29th day of JANUARY, 2024

*For:
Juan Avila
Marianela Avila*

Amanda Mollenkopf
Amanda Mollenkopf NOTARY PUBLIC



My Commission Expires: 2-4-2024
County of Residence: LAKE

THIS INSTRUMENT PREPARED BY: RANDY K. FLEMING (Atty. #17321-64)
3645 Willowcreek Road
Portage, IN 46368
Telephone: (219)762-7718

Property of Lake County Recorder