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2024 SEP 25 14
09/25/2024 12:51 PM
TOTAL FEES: 29.00
BY: JAS
PG #: 8
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

RECORDING PREPARED BY

NAME: Sean Connolly
ADDRESS: 2299 N Clybourn Ave
CITY / STATE / ZIP: Chicago IL, 60614

WHEN RECORDED MAIL TO:

NAME: Sean Conolly/ Connolly Capital LLC
ADDRESS: 2299 N Clybourn Ave
CITY / STATE / ZIP: Chicago IL, 60614

(SPACE ABOVE FOR RECORDER'S USE)

Affidavit of Notice of Interest

Property of Lake County Recorder

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AFFIDAVIT OF NOTICE OF INTEREST

BEFORE ME, the undersigned authority, on this day personally appeared (Sean Connolly), as Manager of (Connolly Capital LLC.), a Chicago limited liability company (the "Affiant") who first being duly sworn, deposes and says:

- 1- An interest in the real property described herein was entered into by and between the Affiant, Connolly Capital LLC, as Buyer, and Charlene Silva and Joyce Orban as Seller
- 2- Any interested party may contact: (Sean Connolly), telephone number (312-972-8002) whose mailing address is 2299 N Clybourn Ave Chicago IL 60614
- 3- ALL PROSPECTIVE PURCHASER BEWARE, Affiant, has an equitable interest in the herein-described real property by virtue of a properly executed Contract for Sale and Purchase. Affiant is ready, willing and able to close this transaction pursuant to the terms of the Contract.
- 4- The Real property situate, lying and being in Lake County, Indiana, and more particularly described as:

Legal Description: INDUSTRIAL CENTER SUBDIV. N. 27 1/2 FT. LOT 22 BL. 6 S. 22 1/2 FT. LOT 23 BL. 6

Index No.: 45-07-35-130-019.000-006

AKA: 714 N Rensselaer St, Griffith, IN 46319

Folio: 45-07-35-130-019.000-006

Property Owner: Charlene Silva and Joyce Orban

Contract Execution Date: 9/13/2024

Prepared By: Sean Connolly (Connolly Capital LLC)

FURTHER AFFIANT SAYETH NOT.

Signed, sealed and delivered in the presence of:

Witness THOMAS A. PRAIS

Witness Gregory Y. Coop

Connolly Capital LLC,
a Chicago limited liability company

Sean Connolly
(Sean Connolly), as Manager

STATE OF CHICAGO

COUNTY OF

Sworn to and subscribed before me this 19th day of September 2024 by (Sean Connolly), as Manager on behalf of (Connolly Capital LLC.), a Chicago limited liability company who is personally known to me or who has produced 20 & Known as identification and who did take an oath.

(SEAL)

[Signature]
Notary Public



PURCHASE CONTRACT AND ESCROW INSTRUCTIONS

THIS PURCHASE CONTRACT AND ESCROW INSTRUCTIONS ("Contract") is effective as of the latest date it is executed by the Parties (the "Effective Date"), and comprises the entire contract and agreement between Seller (defined in Section 1.8 below) and Buyer (defined in Section 1.8 below) (collectively the "Parties").

1. BASIC TERMS. Section 1 defines the Basic Terms of this Contract.

1.1 Property Address: 714 N Rensselaer St, Griffith, IN 46319
APN: 45-07-35-130-019.000-006

1.2 Legal Description: _____

1.3 The Property: The real property described in Sections 1.1 and 1.2 together with all improvements, fixtures, and appurtenances thereon incidental thereto, including any personal property described in Section 1.11 (if applicable).

1.4 Earnest Money: \$ 500 (the "Deposit")

1.5 Purchase Price: \$ 137,000

1.6 Close of Escrow Date: 10/18/24 ("COE")

1.7 Escrow Agent
 Name: Chicago Title RS Empora Title
 Address: _____
 Escrow Officer: Iriana Portillo
 Email: iriana@emporatitle.com

1.8 Parties:
 Seller 1: CHARLENE SILVA
 Seller 2: JOYCE ORBAN
 Buyer: Connolly Capital LLC

1.9 Inspection Period: 21 Business Days

1.10 Closing Amounts to be paid as follows:

Escrow fees and costs:

- 50% by Buyer and 50% by Seller
- 100% by Buyer
- Buyer & Seller each pay their own closing cost;

Standard title policy:

- Seller or Buyer.

HOA fees (disclosure, transfer, capital improvement/reserve) (if applicable):

- 50% by Buyer and 50% by Seller
- 100% by Buyer.

Transfer taxes:

- 50% by Buyer and 50% by Seller
- 100% by Seller.

1.11 Additional Terms: The Parties agree to these Additional Terms and Conditions:

BUYER PAYS ALL CLOSING COST

SELLERS NETS \$137,000 AT CLOSING

Seller Initials: RS CS Buyer Initials: SC

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2. PURCHASE AND SALE OF PROPERTY. For the Purchase Price and in accordance with the terms and conditions set forth in this Contract, Seller agrees to sell, and Buyer agrees to buy the Property identified in Section 1.3. The Deposit shall be credited toward the Purchase Price at COE.

3. STATUS OF TITLE. As soon as practical following the Effective Date, Escrow Agent shall cause a current commitment for an ALTA Owner's Policy of Title Insurance (the "Commitment") to be issued and delivered to Seller and Buyer. Buyer and Seller shall satisfy their respective requirements to closing set forth in the Commitment prior to COE. Seller shall be responsible for the payment of all mortgages, liens, clouds, judgements, and encumbrances against the property, and all unpaid taxes and utilities applicable to the property. These amounts will be deducted from the purchase price at closing unless an alternate arrangement is explicitly agreed to in writing by the Parties.

4. INSPECTION OF AND ACCESS TO THE PROPERTY. Buyer, in Buyer's sole and absolute discretion, may through written notice to Seller, cancel this Contract during the Inspection Period set forth in Section 1.9 and obtain a return of the Deposit and any other items or things of value given by Buyer to Seller. From the Effective Date through COE, Seller shall provide access to the Property to Buyer, and will make the Property reasonably available to Buyer and to Buyer's assignees, prospective assignees, agents, representatives, inspectors, contractors, and authorized individuals to conduct inspections and walkthrough(s) of the Property. In the case the buyer cannot gain access to the property within the initial inspection period, the period would be automatically extended an additional 14 business days.

5. EMD RELEASE UPON CANCELLATION DURING THE INSPECTION PERIOD. Seller hereby irrevocably instructs Escrow Agent to return the Deposit to Buyer, or to any person or entity designated by Buyer to receive the Deposit, if Buyer elects to cancel this Contract during the Inspection Period, and no further written instructions are required for Escrow Agent to release the Deposit to Buyer or to any person or entity designated by Buyer to receive the Deposit. Seller hereby waives any rights under state or other law to object to the release of the Deposit if this Contract is canceled by Buyer during the Inspection Period and waives any right to provide any additional written consent to the release of the Deposit if this Contract is canceled by the Buyer during the Inspection Period.

6. LEAD-BASED PAINT DISCLOSURE. If the home on the Property was built before 1978, Seller shall notify Buyer of any known lead-based paint ("LBP") or LBP hazards on the Property and provide Buyer with any LBP risk assessments or inspections in Seller's possession. Buyer agrees to review the "Lead Warning Statement" found in the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards found on the EPA website and the pamphlet "Protect Your Family from Lead in Your Home" found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>, which are incorporated herein by this reference. Buyer waives the ten (10) day opportunity to conduct a lead-based paint inspection.

7. AS IS PURCHASE; EXISTING CONDITION AS OF COE. Buyer is purchasing the Property "AS IS" and in the condition existing as of the Effective Date. The Property shall be delivered to Buyer at COE in substantially the same condition existing as of the Effective Date. In the event of loss of or damage to the Property, or a portion thereof, prior to the Closing, Buyer may terminate this Contract and receive the Earnest Money Deposit in Section 1.4, as well as any other items or things of value given by Buyer to Seller.

Seller Initials: KS CS Buyer Initials: SC

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8. ESCROW; COE; CLOSING COSTS AND PRORATIONS. Seller and Buyer engage Escrow Agent to act as the escrow agent for the closing of the transactions contemplated by this Contract. Title will be transferred by general warranty deed. Buyer and Seller shall execute all documents and perform all other acts Escrow Agent reasonably requires closing escrow on or before the COE date set forth in Section 1.6. All real estate taxes, rents, and assessments shall be prorated as of COE. The Parties shall pay the specific closing costs applicable to them as set forth in Section 1.10.

8.1. Contingency for Closing Efficiency: The closing date shall be scheduled at the earliest convenience for all parties, but no later than the COE date in Section 1.6. If unforeseen circumstances cause delays for the Buyer, they will notify the Seller before the agreed COE date. The parties agree that this notice is sufficient, and that the contract will automatically extend by 30 days from the original COE date up to a maximum of 120 days from the initial COE date.

9. CURE NOTICE; REMEDIES; ATTORNEYS' FEES. If a party fails to perform under this Contract, the other party may send a Cure Notice specifying the issue. The breaching party will have 10 calendar days to cure the issue (the "Cure Period"). If not cured, it will be considered a breach of contract. No Cure Notice is required if the Seller refuses or indicates an intention not to close by the agreed date. If the Seller breaches, the Buyer may seek any legal or equitable remedy, including specific performance and damages. If the Buyer breaches, the Seller's sole remedy is retention of the Earnest Deposit as liquidated damages. The prevailing party in any legal action to enforce this Contract is entitled to reasonable attorneys' fees, expert fees, and costs. Attorneys' fees awarded to the Buyer may be paid from the closing proceeds.

10. NO ORAL CHANGES OR REPRESENTATIONS. EACH PARTY ACKNOWLEDGES THAT SUCH PARTY HAS NOT RELIED ON ANY ORAL CONTRACT, STATEMENT, REPRESENTATION OR OTHER PROMISE THAT IS NOT EXPRESSED IN WRITING IN THIS CONTRACT. This Contract may be amended or modified only by an agreement in writing signed by Buyer and Seller(s).

11. NOTICES. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery, electronic mail, or upon receipt, if deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid, or if deposited with any commercial air courier or express service.

12. MISCELLANEOUS.

12.1. Addendums, Acknowledgements, and Additional Terms and Conditions. The Parties agree to be bound by the Additional Terms and Conditions specified in Section 1.11. If these terms and conditions conflict with any other provisions of this Contract, Section 1.11 shall control.

12.2. Assignment. Buyer may assign or novate this Contract or any of its rights hereunder to any person, partnership, corporation or other entity without notice to Seller. Seller's consent to such assignment is not necessary or required.

12.3. Buyer's Marketing of its Contract Interest. Buyer has the right to market its contract interest in the Property in Buyer's sole discretion, which may include, but is not limited to listing the Property and Buyer's contract interest in the Property on any Multiple Listing Service ("MLS").

Seller Initials: Initial
KS Initial
CS Buyer Initials: Initial
SC

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12.4. Attorney In Fact. Upon execution of this agreement, Seller hereby grants a *limited and specific authorization* to assign Buyer's authorized signatory, Michael Rissman, as attorney-in-fact with the full authority to act in the name and place of Seller for the following purposes ONLY:

The Execution of all documents necessary to list the Property and Buyer's contract interest in the Property on the MLS. This includes executing listing agreement(s), listing agreement addendum(s), disclosures, sales contracts and addendums **if necessary**. It **excludes** attorney-in-fact executing any closing documents on the seller's behalf. Seller(s) will be responsible for signing all closing documents.

12.5. Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Contract.

12.6. Choice of Law. This Contract shall be governed and enforced under the laws of the state where the Property is located without regard to any conflict of law provisions.

12.7. Memorandum of Contract. Seller agrees that Buyer may execute, acknowledge, and record a memorandum or affidavit of this Contract in the official records of the recorder of the county in the county in which the Property is located. Seller's signature on any affidavit or memorandum is not required for the recording of the same.

12.8. Electronic Execution and Counterparts. This Contract may be executed by electronic means and in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.


12.9. Buyer Disclosures and Voluntary Agreement. Seller understands and acknowledges that Buyer is an investor who, in its discretion, may assign its contractual interest in the Property for a profit. The Purchase Price may not reflect the Property's fair market value of the property.

12.10 Fixtures And Personal Property At No Added Value. All the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items at no added value by Bill of Sale at Closing.


12.11 Title Company. Seller agrees that Buyer will control title and it will be facilitated by Buyer's choice of Title/Closing Company.

13. VOLUNTARY AGREEMENT. The Parties affirm, acknowledge and agree that they are entering into this Contract voluntarily and have not been threatened, coerced, intimidated, or in any way pressured into signing this Contract, they have had sufficient time to reflect upon the finality of this Contract, and they have had sufficient opportunity to consult with legal, tax and financial counsel regarding this Contract. The Parties, by signing this Contract, waive any right to claim this Contract is invalid under this provision.

14. ENTIRE AGREEMENT. This contract is the entire agreement between Buyer and Seller. There are no other terms, obligations, statements, conditions, covenants, or representations; oral or otherwise. This agreement shall not be altered, amended, changed, or modified except in writing by all parties.

Seller Initials: 



Buyer Initials: 

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CONTRACT APPROVED AND ACCEPTED BY:

Seller 1: Ricardo Silva Seller 1 Sign: Signed by:
Ricardo Silva POA of Joyce Orban
970926A8F4494B7

Email: rcrs1v@ao1.com

Phone: (702) 239-8252 Date: 9/13/2024

Seller 1 Address: 714 N Rensselaer St, Griffith, IN 46319

Seller 2: Charlene Silva Seller 2 Sign: Signed by:
Charlene Silva
970926A8F4494B7

Email: rcrs1v@ao1.com

Phone: _____ Date: 9/18/2024

Seller 2 Address (If different than Seller 1): _____

Buyer: Connolly Capital LLC Buyer Sign: Signed by:
Sean Connolly
EA8979E122084BE

Email: _____

Phone: _____ Date: 9/13/2024

Buyer Address: 2299 N Clybourn Ave Chicago, IL

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EXHIBIT A

This Addendum and each of its terms is hereby incorporated into Purchase and Sale Agreement (the "Agreement") by and between Seller/s: CHARLENE SILVA & JOYCE ORBAN, and Buyer: Connolly Capital LLC, with respect to the Property known as _____.

In the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control and govern the rights and obligations of the Parties to the full extent permitted by applicable law.

1. If applicable, HOA CC&Rs and contact information of the HOA shall be provided to the buyer within 48 hours of this fully binding contract.
2. The Buyer may be purchasing with the intent to lease the property. If HOA/POA or other leasing restrictions are revealed of the HOA, or its agents/representatives reject this purchase, Buyer may terminate this agreement at any time and without penalty, and will be entitled to the return of earnest money.
3. If a tenant is in place, a lease shall be provided to the buyer at the time of execution of this contract. No lease will be signed or renewed during this contract period.
4. The property shall be delivered vacant at closing unless otherwise specified in this agreement. Unless otherwise noted, the Seller acknowledges and agrees that the Property shall be clear of all personal belongings, trash, and debris ("broom-swept condition") and if no final walkthrough is conducted, pictures of the home showing that it has been vacated shall be delivered to the buyer at least two business days prior to closing.
5. The seller agrees to provide the buyer extensive pictures of the interior and exterior of the property within 48 hours of the binding agreement.
6. The Due Diligence/Inspection period shall commence only once the Buyer has received both the property pictures as stated in line item 5 and HOA docs, if applicable, stated in line item 1 of this addendum.
7. If using their own Real Estate agent, Seller shall pay all and any agent or broker commissions and fees.
8. This contract shall be assignable by the Buyer at the Buyer's sole discretion to any client, affiliate, subsidiary, or related entity of Buyer.
9. The Closing Company shall be determined by the Buyer and may be changed at Buyer's discretion and communicated with the seller.
10. In the event that the Closing Company does not have all the requested documents from the Seller to proceed with closing, the closing date shall be automatically extended by 5 business days.
11. The escrow money deposit period and due diligence period will be counted in standard business days. If the Escrow Deposit Deadline or Inspection Deadline falls on a holiday, it shall be considered due the following business day.
12. In the event that the Buyer defaults on this contract prior to closing and/or funding, this contract shall be unilaterally terminated and EMD shall be delivered to the Seller with Buyer's written approval. Earnest Money shall serve as liquidated damages and shall release Buyer from any other obligation or liability.

This addendum supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

Ricardo Silva 9/13/2024
87C028A8F-4434B7...

Buyer's Signature Date

Sean Connolly 9/13/2024
EA8975E122951BE

Seller's Signature Date

Signed by:
Charlene Silva 9/18/2024
87C028A8F-4434B7...

Buyer's Signature Date

Seller's Signature Date

DocuSigned by:
Ricardo Silva 9/18/2024
87C028A8F-4434B7...