

# NOT AN OFFICIAL DOCUMENT

THIS SPACE PROVIDED FOR RECORDER'S USE

9  
**FILED**

OCT 17 2024

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

GINA PIMENTEL  
RECORDER

2024-030198

STATE OF INDIANA  
LAKE COUNTY  
RECORDED AS PRESENTED

4:24 PM 2024 Oct 17

WHEN RECORDED RETURN TO:  
Deanna Verduzco/Dynasty Real Estate  
200 W. Glen Park Ave  
Griffith, Indiana, 46410

## CONTRACT FOR DEED

This Contract ("Contract") is effective as of October 16, 2024 by and between Kenneth Eyre and Joann M. Eyre, a married couple, hereinafter referred to as "SELLER," whether one or more, and - Dynasty Real Estate and Property Solutions, Michael Becerra, Member, 200 W. Glen Park Ave, Griffith, Lake County, Indiana, 46319, 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 50 Indian Trl, Merrillville, Indiana 46410 in Lake County and is legally described as the following:

LOT 56 IN FIFIELDS' FOREST HILLS ADDITION, AS PER PLAT THEREOF, RECORDED JULY 5, 1940 IN PLAT BOOK 25 PAGE 3, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

hereinafter referred to as "the Property."

**PURCHASE PRICE.** The agreed upon sales price for the Property is \$152,350.00 with no interest. The Seller hereby acknowledges receipt of a down payment or earnest money totaling \$10,000.00 which shall be deducted from the total purchase price indicated above.

**TERMS OF PAYMENT.** Payments under this contract should be submitted to Dynasty Real Estate and Property Solutions, LLC at 200 W. Glen Park Ave, Griffith, Indiana 46319.

Handwritten initials: BC, D

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The unpaid principal shall be payable in full on October 16, 2024 (the "Due Date").

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

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 no additional mortgages or loans will be taken on this property without the consent of the Buyer. 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. The Seller herein discloses the Property sold under this contract is currently encumbered in the following manner:

Dynasty Real Estate  
200 W. Glen Park Ave  
Griffith, Indiana, 46319  
\$10,000.00

Loandepot.Com, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\$152,350.00

**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.

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**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.** Seller 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 Seller shall immediately notify the Buyer 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.** Seller 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.

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 60 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 60 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 Seller 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.

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**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.

**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.** Dynasty Real Estate and Property Solutions to be added as an "Authorized User" to the Mortgage Company Account tied to this property (for direct contact and/or payments).

**TAX EXEMPTION.** Seller 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 Seller shall be responsible for the recording fees associated with recording the Contract.

**SPECIAL PROVISIONS.** Dynasty Real Estate and Property Solutions to be added as an "Authorized User" to the Mortgage Company Account tied to this property (for direct contact and/or payments).

Deed Drafted By:  
Deanna Verduzco/Dynasty Real Estate  
200 W. Glen Park Ave  
Griffith, Indiana, 46410

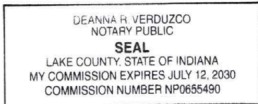
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**SELLER:**

DATED: 10/16/24

ⓧ Kenneth W. Eyre

Kenneth Eyre  
50 Indiana Trail  
Merrillville, Indiana, 46410



STATE OF INDIANA, COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 16<sup>th</sup> day of Oct,  
2024 by Kenneth Eyre.

Deanna R. Verduzco  
Notary Public

Notary  
Title (and Rank)

My commission expires 7/12/30

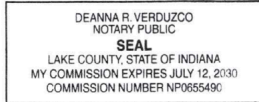
Property of Lake County Recorder

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**SELLER:**

DATED: 10/16/24

Joann M. Eyre  
Joann M. Eyre  
50 Indiana Trail  
Merrillville, Indiana, 46410



STATE OF IN, COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 16<sup>th</sup> day of OCT,  
2024 by Joann M. Eyre.

Deanna R. Verduzco  
Notary Public

NOTARY  
Title (and Rank)

My commission expires 7/12/30

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**THE BUYER HAS THE RIGHT TO CANCEL THE CONTRACT AT ANY TIME UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING EXECUTION OF THE CONTRACT, OR DELIVERY OF THE CONTRACT, WHICHEVER OCCURS LATER.**

**BUYER:**

DATED: 10/16/24



Michael Becerra, Member, on behalf of  
Dynasty Real Estate and Property Solutions  
200 W. Glen Park Ave  
Griffith, Indiana, 46319

DEANNA R. VERDUZCO  
NOTARY PUBLIC  
**SEAL**  
LAKE COUNTY, STATE OF INDIANA  
MY COMMISSION EXPIRES JULY 12, 2030  
COMMISSION NUMBER NP0655490

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

This instrument was acknowledged before me on this 16<sup>th</sup> day of Oct,  
2024 by Michael Becerra, Member, on behalf of Dynasty Real Estate and Property Solutions.

  
Notary Public

Notary  
Title (and Rank)

My commission expires 7/12/30

County of Lake, Indiana Recorder

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## CONTRACT FOR DEED DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before purchasing pre-1978 housing, Seller's must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Buyers must also receive a federally approved pamphlet on poisoning prevention.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (Check (i) or (ii) below):

(i)  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Buyer's Acknowledgment (initial)

(c)  Buyer has received copies of all information listed above.

(d)  Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

### Agent's Acknowledgment (initial)

(e)  Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.



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⊗ Kenneth Eyre 10/16/24

Kenneth Eyre Date  
50 Indiana Trail  
Merrillville, Indiana 46410

⊗ [Signature] 10/16/24

Dynasty Real Estate and Property Solutions Date  
200 W. Glen Park Ave  
Griffith, Indiana 46319

County of Lake County Recorder