

571334

571334

*William J. Kane  
8585 Broadway  
Merrillville, Ind*

**Document is  
CONTRACT FOR CONDITIONAL  
NOT OFFICIAL!  
SALE OF REAL ESTATE**

**This Document is the property of  
the Lake County Recorder!**

THIS CONTRACT, Made And Entered Into by and Between SAMUEL B. DAUBENHEYER, D.D.S., and SUE G. DAUBENHEYER, husband and wife, hereinafter referred to as "SELLER", and RONALD L. ROSZKOWSKI, D.D.S., and LINDA K. ROSZKOWSKI, husband and wife, hereinafter referred to as "BUYER".

**STOP**

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 (including any improvement or improvements now or hereafter located on it) in Lake County, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"):



The South 84.49 feet of the North 174.49 feet of the South 348.98 feet of the Southwest Quarter lying Easterly of State Road #55 in Section 5, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, except the East 249.64 feet thereof,

Subject to covenants and restrictions, easements for streets and utilities, and building lines, as contained in the plat of subdivision, and as contained in all other documents of record; and real estate taxes for 1980 due and payable in 1981, including Merrillville Conservancy District Sewer Assessments,

upon the following covenants, terms and conditions:

I

**THE PURCHASE PRICE AND MANNER OF PAYMENT**

1. The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of ONE HUNDRED SEVENTY-FOUR THOUSAND (\$174,000.00) DOLLARS allocated as follows:

Land-----\$ 32,500.00  
Improvements-----\$ 141,500.00

STATE OF INDIANA S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
JAN 30 11 26 AM '80  
WILLIAM BIELSKI JR  
RECORDER

571334

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

(a) The sum of FIVE THOUSAND (\$5,000.00) DOLLARS was paid by Buyer to Seller at the time of the execution and delivery of this contract and the receipt of such sum is hereby acknowledged by Seller.

(b) The sum of <sup>SIX</sup> THIRTY THOUSAND (\$36,000.00) DOLLARS within Forty-five (45) days from the date hereof.

(c) The sum of TWO THOUSAND NINETEEN AND 51/100 (\$2,019.51) DOLLARS beginning January 1, 1981, and on the same date of each month thereafter, until the remainder of the purchase price, with interest as herein provided, has been paid in full.

(d) The unpaid balance of the purchase price shall bear interest at the rate of Twelve percent (12%) per annum, such interest to be computed monthly, in advance, upon the principal sum unpaid at the beginning of such period. The amount of interest so found due shall be deducted from the amount of aggregate payments made during the succeeding period and the balance of the aggregate of such payments shall be credited against the principal.

(e) All payments due hereunder shall be made to Seller at 6407 Hayes Street, Merrillville, Indiana 46410, or at such other place as Seller shall designate in writing.

## II

### PREPAYMENT OF THE PURCHASE PRICE

Buyer shall have the privilege of paying without penalty, at any time after January 1, 1984, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

571334

III

TAXES, ASSESSMENTS AND INSURANCE

1. Taxes and Merrillville Conservancy District Sewer Assessments.

Buyer agrees to assume and pay all real estate taxes and Merrillville Conservancy District Sewer Assessments for 1980 due and payable in 1981, beginning with the installments payable May, 1981, and all installments of real estate taxes and Merrillville Conservancy District Sewer Assessments due and payable thereafter providing that Buyer shall receive a credit at the time of execution of this contract for the 1980 real estate taxes and Merrillville Conservancy District Sewer Assessments due and payable in 1981, pro-rated as of March 15, 1980.

Buyer is to provide evidence to Seller of payment of real estate taxes and assessments within Thirty (30) days after the same become due.

2. Assessments. Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of the agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate.

3. Penalties. Buyer agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges.

4. Insurance. Buyer agrees to keep the improvements included in the Real Estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Buyer agrees to secure and maintain public liability insurance in the amount of at least Three Hundred Thousand (\$300,000.00) Dollars. Such insurance shall be carried in a company or companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this contract.

Buyer is to provide evidence of payment of insurance premiums and renewal of such policies within Thirty (30) days of the anniversary date of such insurance policies.

571334

Document is

**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder.

**STOP**



5. Seller's Right to Perform Buyer's Covenants. If Buyer fails to perform any act or to make any payment required of him by this Article III, the Seller shall have the right at any time without notice, to perform any such act or to make any such payment and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply obligation on the part of Seller to perform any act or to make any payment required of the Buyer. The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or to make any payment required by him under Article III.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall at the option of the Seller either:

- (a) be payable to Seller by Buyer within Thirty (30) days after demand, or
- (b) be added to principal.

In any event, such payments and such costs and expenses shall bear interest at the rate of Fifteen percent (15%) per annum from the respective dates of making payment or incurring costs and expenses.

IV

POSSESSION

Seller shall deliver to Buyer full and complete possession of the real estate on or before March 15, 1980. Any rentals due and owing prior to March 15, 1980, are the property of Seller. Failure by Seller to deliver full and complete possession on or before March 15, 1980, shall not make the Seller a tenant of Buyer but in such event, Seller shall pay Buyer FIFTEEN (\$15.00) DOLLARS per day as liquidated damages for each day Seller holds over. This provision shall not deprive Buyer of any other legal or equitable remedy available under the law. Seller confirms that

571334

tenants now occupying part of said premises have been given notice to vacate. If said tenant now occupying part of said premises holds over beyond March 15, 1980, upon the written demand of Buyer, Seller shall, at his sole expense, bring such action as may be necessary to recover possession of the property from said tenant together with appropriate damages. If Seller fails to do so or to prosecute in good faith any action so brought by him, Buyer may proceed with the eviction of the tenant and the recovery of damages in the wrongful holding over and Seller shall reimburse Buyer for the expenses of such action including reasonable attorney fees and all damages suffered by Buyer to the extent the same are not recovered from tenant.

REPRESENTATIONS

The Buyer certifies that he has seen and examined the real estate and improvements if any thereon and agrees that he is purchasing the same in the condition in which it now exists. This agreement constitutes the entire contract between the parties hereto.

VI

SURVEY

Seller will provide a photocopy of a survey previously made of this property, however, Seller makes no representation as to the accuracy of the survey and in the event Buyer desires survey, Buyer must obtain same at his own expense. Seller does agree, however, to point out to Buyer the location of stakes previously set on the property to the best of his ability and recollection.

VII

EVIDENCE OF TITLE

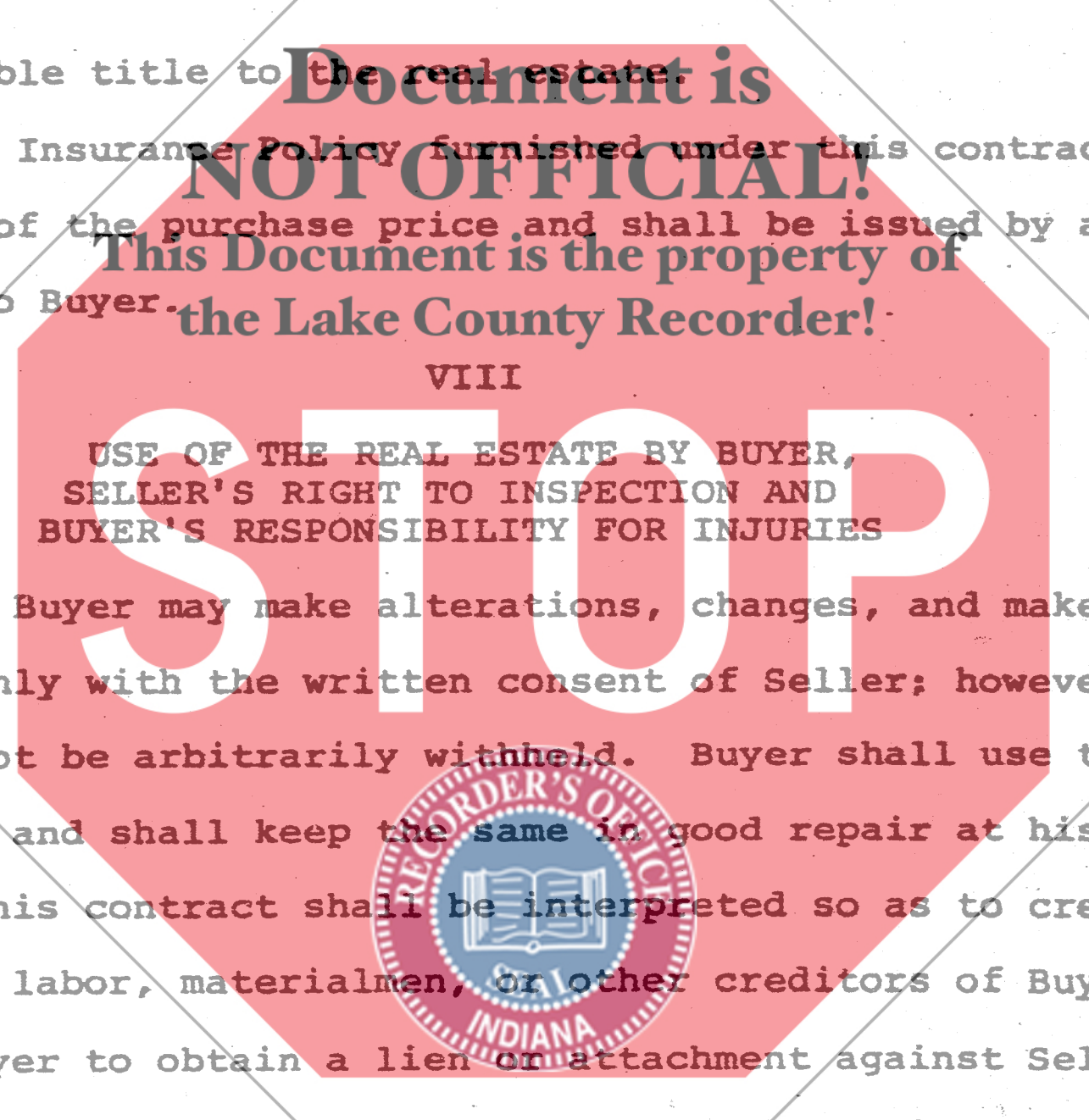
If Buyer is not in default under this contract Seller will furnish Buyer an Owner's Title Insurance Policy disclosing merchantable title to the real estate to a date Sixty (60) days prior to the date the final installment under this contract is due.

Seller shall have a reasonable time to correct any objections to

571837

the merchantable title to the real estate is

The Title Insurance Policy furnished under this contract shall be in the amount of the purchase price and shall be issued by an insurer satisfactory to Buyer.



VIII

USE OF THE REAL ESTATE BY BUYER, SELLER'S RIGHT TO INSPECTION AND BUYER'S RESPONSIBILITY FOR INJURIES

1. Use. Buyer may make alterations, changes, and make additional improvements only with the written consent of Seller; however, said consent will not be arbitrarily withheld. Buyer shall use the Real Estate carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, and of the City and County where the Real Estate is situated. Buyer, his agents or assigns, agree not to encumber the real estate nor permit any mechanic's liens. Buyer further agrees that any improvements made to the real estate shall become a part of the real estate. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the Real Estate to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. Seller's Right of Inspection. Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

3. Buyer's Responsibility for Accidents. As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate.

IX

DEFAULT

If any installment of the purchase price shall become delinquent for

571334

Document is  
**NOT OFFICIAL!**  
 This Document is the property of  
 the Lake County Recorder!

a period of Sixty (60) days or if the Buyer shall fail to observe or perform any other terms or conditions of this contract, the Seller may, at his option, cancel this contract, take immediate possession of said Real Estate and remove Buyer or any other person therefrom by giving Buyer a written notice at Buyer's last known address, of Seller's intent to cancel this contract. Buyer shall have thirty (30) days after the receipt of such notice to cure any defect or cause for cancellation; and in the event of such cancellation, all payments heretofore made by Buyer shall be retained by Seller, not as a penalty, but as liquidated damages for the breach of this contract; and in such event, all rights and demands of Buyer shall cease and terminate, and Buyer shall have no further right, title, interest or claim of any kind or character in or to the Real Estate described herein or the legal or equitable title thereto, or any other of the benefits provided under the terms and conditions of this contract. Failure of Seller to exercise any option hereunder at the time of any default shall not operate as a waiver of the rights of Seller to exercise such option for the same on any subsequent default at any time thereafter.

X

ZONING

Seller represents to the Buyer that the real estate is presently zoned for the use of a dental office and all present existing uses thereof are lawful and within such zoning.

XI

CONDEMNATION

In the event of a taking of all or any part of the property for public use, Seller is hereby empowered to collect and receive all compensation which may be paid for any property so taken, or for damages to any property not taken, provided that Buyer shall make the final decision whether the offer of the condemning authority is to be accepted or whether a trial should be undertaken; and if a trial is undertaken, Buyer shall be responsible for the expenses thereof. All compensation

571334



so received, less any sums required to secure the same, shall be forthwith applied immediately to reduction of Buyer's indebtedness herein, or to the repair and restoration of any properties so damaged, provided that any excess over the amount of the indebtedness shall be the property of Buyer or Buyer's assigns.

XII  
MODIFICATIONS

No modification of this contract nor waiver of any term or condition hereof shall have any force or effect unless the same is in writing signed by Seller and Buyer, and all contracts and agreements heretofore made by the parties hereto are merged into and superceded by this contract.

XIII  
TIME OF ESSENCE

It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this contract.

XIV  
OTHER ATTORNEY FEES

In addition to Buyer's obligation to indemnify and save harmless Seller for any attorney fees incurred in enforcing the provisions of this contract, Buyer is further obligated to pay reasonable attorney fees that Seller may incur in defending themselves or the property against any claims, suits or other actions brought against Buyer which, if successful, might create a lien on this Real Estate.

XV  
GENERAL AGREEMENTS 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 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,



571334

or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box, postage prepaid.



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 his 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 a date on or before the date of this contract and all taxes and assessments which are Buyer's obligations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 29 day of January, 1980.

SELLER

Samuel B. Daubenheyer, D.D.S.  
Samuel B. Daubenheyer, D.D.S.

Sue G. Daubenheyer  
Sue G. Daubenheyer

BUYER

Ronald L. Roszkowski, D.D.S.  
Ronald L. Roszkowski, D.D.S.

Linda K. Roszkowski  
Linda K. Roszkowski

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Before me, a Notary Public in and for said County and State, on this 29 day of January, 1980, personally appeared SAMUEL B. DAUBENHEYER, D.D.S., and SUE G. DAUBENHEYER, and each acknowledged the execution of the above and foregoing Contract For Conditional Sale Of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires: \_\_\_\_\_

William F. Kane, Jr.  
Notary Public  
County of Residence: \_\_\_\_\_

WILLIAM F. KANE, JR.  
Notary Public  
My Comm. Exp. Feb. 20, 1981  
Resident Porter County

571334

**Document is NOT OFFICIAL!**

STATE OF INDIANA )  
COUNTY OF LAKE )

**This Document is the property of the Lake County Recorder!**

Before me, a Notary Public in and for said County and State, on this 29 day of January, 1980, personally appeared RONALD L. ROSZKOWSKI, D.D.S., and LINDA K. ROSZKOWSKI, and each acknowledged the execution of the above and foregoing Contract For Conditional Sale Of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.



My Commission Expires: \_\_\_\_\_

Notary Public

County of Residence: \_\_\_\_\_

WILLIAM F. KANE, JR.  
Notary Public  
My Comm. Exp. Feb. 20, 1981  
Resident Porter County

This Instrument Prepared By:

William F. Kane, Jr.,  
8888 Broadway - Suite 748  
Merrillville, Indiana 46410  
Telephone: (219) 769-3878

*Return to* →