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REAL ESTATE CONTRACT

of Indiana as

This Agreement Made between Mercantile National Bank/Trustee of Land Trust #3384 - Ben Levin, Marilyn Rosenstain, Co-Trustees of Ben Levin Revocable Trust, party of the first part, and

Robert Frey and Carol Frey, Husband & Wife party of the second part.

WITNESSETH That the said party of the first part, in consideration of the money to be paid, and the covenants as here with expressed to be performed and fulfilled by the party of the second part (the payment of said money and the prompt performance of said covenants being a condition precedent and time of the closing of said condition) hereby agree, upon such payments and performance of covenants, to sell to the said party of the second part the real estate hereinafter described, sit

used in Lake in Block 5 and Lots in Block 5 and Lots Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, Mill Addition, Pl. Bk. 1, Page 105, in Hammond, Indiana.

And the said party of the second part, in consideration thereof, hereby agree to pay to the said party of the first part at 8107 Forest Ave., Munster, Indiana, the sum of THIRTY THOUSAND AND NO/100 DOLLARS at the time and in the manner following, to-wit:

ONE THOUSAND & 8/100 DOLLARS cash at the time of making this contract, receipt of which is hereby acknowledged, and the sum of FIVE THOUSAND AND NO/100 DOLLARS on or before April 11, 1980.

FIVE HUNDRED THIRTY THREE DOLLARS & 87/100 (\$523.87) on the 11th day of each month, hereafter until the whole remaining purchase money shall be paid in full. Without any relief whatever from valuation or appraisement laws, with attorneys' fees and interest at the rate of 12% per cent per annum on the amount of principal remaining due on the 11th day of April, 1980 and each month last preceding. The amount of said interest, however, shall be deducted from the amount of said payments, unless herein otherwise provided, and the balance of said payments shall be applied to the reduction of said unpaid balance. It being agreed and understood that any acceptance by first party of payments after the same mature hereunder shall not operate as an extension of time for other payments hereunder, and shall in no manner alter the strict terms hereof. It is agreed that second party may pay the entire unpaid balance of the purchase price hereunder at any time.

And the said party of the second part further agrees that he will faithfully keep an insurance on said property in the name of said first party, in some company to be approved by said first party, in case of loss, if any payable to the first and second parties as their interest may appear, in the sum of \$ fire insurance and \$ tornado insurance, and in due season, pay all taxes and assessments for all purposes and of all kinds whatsoever, levied and assessed upon said real estate or upon this contract, which became a lien during the year 1980 payable in the year 1981 and which may thereafter become due, including penalties and interest; and in case the said party of the second part shall fail to keep and pay for such insurance, to pay any or all of said taxes and assessments whenever and as soon as the same shall become due and payable, and the said party of the first part shall at any time provide, pay, or cause the same to be paid, the amount so paid by the party of the first part, including all penalties allowed and charged by law in addition to such insurance premiums, taxes and assessments, shall with 8 per cent interest thereon become an additional consideration to be paid by the party of the second part for the real estate hereby agreed to be sold.

The party of the second part does hereby irrevocably consent that party of the first part may at any time during the life of this contract, mortgage and encumber the real estate for an amount not to exceed the balance due hereunder at the time of making such mortgage. Whenever the unpaid balance due on this contract is reduced so that it is possible so to do, the Second Party agrees to borrow a sufficient sum of money to pay in full to the First Party said unpaid balance, including interest at the rate aforesaid, then unpaid, on this contract, at the time of procuring and receiving such loan.

And the said party of the first part further covenants and agrees with the party of the second part, that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the said party of the second part of all his covenants and agreements herein made, that they, the said party of the first part, will convey or cause to be conveyed to the said party of the second part, by Warranty Deed, the above described real estate subject to all taxes and special assessments and to all the other conditions herein provided. At such time, said first party shall furnish said second party with a merchantable abstract showing marketable title, subject to the conditions herein contained, in said first party, or in the party making conveyance to said second party.

The First Party shall have the right, at any time, to enter upon and in said premises for the purpose of inspecting the same.

The Second Party shall not assign or transfer this contract of sale, let or sublet said real estate or any part thereof, remove any improvements of any kind or character, or make any alterations, without the written consent of the First Party. This provision shall apply both to improvements now on the premises and to improvements that may be placed thereon.

Provided always that these presents are upon the condition that in case of the failure of the said party of the second part, his heirs, executors, administrators or assigns in the performance of all or either of the covenants and premises on his part to be performed and fulfilled, the said party of the first part, their successors, assigns or legal representatives, shall have the right to declare this contract forfeited and void, and thereupon to recover all the installments due and unpaid, together with interest thereon, as rent for the use and occupation of said real estate, and to take possession thereof, and to regard the person, or persons, in possession on such termination of the contract, as tenants holding over without permission (if that should be necessary to gain prompt possession of said real estate) and to recover all damages sustained by such holding over without permission or by means of any waste committed or suffered on said real estate, and thereupon all interest of said second party in and to the above described premises shall cease and terminate, and said first party shall retain all the money which may have been paid by second party, as well as any improvements or additions to the real estate, as rent for the use of said property by said second party until the time of such forfeiture.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 11 day of March, 1980. Robert A. Frey, Carol A. Frey, Marilyn Rosenstain, Ben Levin, Mercantile National Bank/Trustee of Land Trust, H. S. Smiddy, Jr.



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SEE SIGNATURE PAGE ATTACHED

11-8-83

STATE OF INDIANA, LAKE COUNTY, ss:

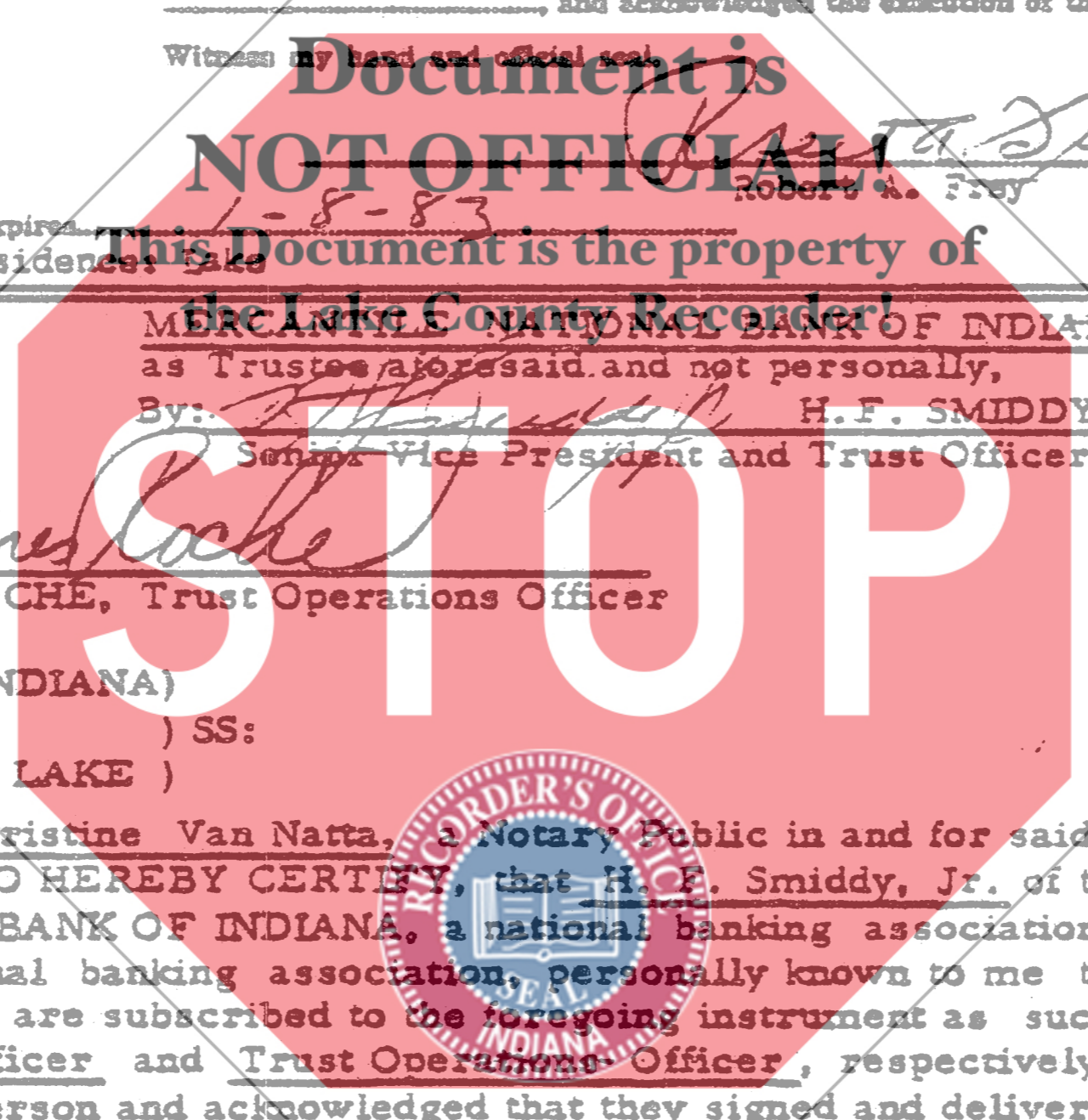
Before me, the undersigned, a Notary Public in and for said County, this 11 day of April 1980, came ROBERT FREY & CAROL A. FREY & MARILYN ROSENSTEIN

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Christine Van Natta Notary Public
County of Residence: Lake

My Commission expires 1-8-83



MERCANTILE NATIONAL BANK OF INDIANA
as Trustee aforesaid and not personally,
By: H.F. SMIDDY, JR.
Senior Vice President and Trust Officer

ATTEST: Andres Roche
ANDRES ROCHE, Trust Operations Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, Christine Van Natta, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that H.F. Smiddy, Jr. of the MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, and ANDRES ROCHE of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Trust Officer and Trust Operations Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Andres Roche did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of April, 1980.

Christine Van Natta
Christine VanNatta, Notary Public
County of Residence: Lake
My commission expires 4/19/83

J.N.3

Real Estate Contract

MARILYN ROSENSTEIN & BEN LEVIN
Party of the First

ROBERT JR & CAROL A. FREY
Party of the Second Part

CERTIFIED LEGAL FORMS FORT LAUDERDALE FLA. 33304