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*Harold Meeker  
P.O. Box 280  
C.P.*

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REAL ESTATE SALE CONTRACT

THIS CONTRACT, dated this 26<sup>th</sup> day of June, 1980, by and between LOLA F. AYLESWORTH and CHARLES AYLESWORTH, her husband, and HAROLD R. MEEKER and ELIZABETH MEEKER, husband and wife, all of Lake County, Indiana, hereinafter called SELLERS; and, KOSIN THUPVONG of Lake County, Indiana, hereinafter called BUYER. WITNESSETH:

1. The Sellers agree to sell and convey by Warranty Deed, and the Buyer agrees to purchase on the following terms and conditions, the following described real estate in Center Township, Lake County, Indiana, to-wit:

The West 13 acres of the North half of the Southeast quarter of the Southeast quarter of Section 21, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

STATE OF INDIANA, S. M.  
LAKE COUNTY  
REC'D  
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Subject to: roads and highways; ditches and drains; easements, grants and restrictions of record.

2. The Buyer agrees to pay for said real estate the sum of THIRTY-THREE THOUSAND EIGHT HUNDRED AND NO/100 (\$33,800.00) DOLLARS, payable in the following manner, to-wit:

- (a) The sum of Ten Thousand (\$10,000.00) Dollars, cash down payment, the receipt of which is hereby acknowledged by the Sellers;
- (b) The balance of Twenty-three Thousand Eight Hundred (\$23,800.00) shall be payable as follows:
  - (1) The total sum of \$10,314.00 shall be paid on or before May 31, 1981, of which \$2,380.00 shall be applied to interest, and \$7,934.00 shall be applied to principal; and

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- (2) The total sum of \$9,521.00 shall be paid on or before May 31, 1982, of which \$1,587.00 shall be applied to interest, and \$7,934.00 shall be applied to principal; and,
- (3) The total sum of \$8,726.00 shall be paid on or before May 31, 1983, of which \$793.00 shall be applied to interest, and \$7,934.00 shall be applied to principal.

It is understood and agreed that no prepayment shall be made so that there is an annual payment as above specified, except that the payment to be made in the year 1983 may be made anytime after January 1st, 1983. The payments called for herein include interest computed at the rate of ten (10%) percent per annum, and shall be made without relief from valuation and appraisement laws and with reasonable attorney fees on default. All of such payments shall be made to the SELLERS, or the the Sellers' order, at such address furnished to the BUYER. All payments provided for herein shall bear interest at the rate of eleven (11%) percent after the due date of payment.

3. Possession of said real estate shall be given to the BUYER at the time of the payment of said Ten Thousand (\$10,000.00) Dollars and the execution of this Contract. The Buyer accepts said real estate in its present condition.

4. The 1979 real estate taxes payable in 1980 shall be paid by the Sellers. The 1980 real estate taxes payable in 1981 shall be paid by the Buyer. All subsequent taxes, and assessments if any, shall be paid by the Buyer.

5. Liability insurance shall be maintained by the Buyer at all times in a reasonable sum. The policy, or policies, shall be written in the name of the SELLERS, with proper endorsement made protecting

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the interest of the Buyer. Such insurance shall be in a reputable company and approved by the Sellers, with the policies being held by the Sellers or their authorized representative.

6. The Buyer agrees to keep the real estate free from all liens or encumbrances at all times and to commit no act which would decrease the value of said real estate or prejudice the Sellers' title.

The Buyer further agrees:

- (a) to commit no waste of said real estate;
- (b) to use the land in good and proper manner and without violation of any law or ordinance;
- (c) to keep the premises in good appearance and condition, free of refuse and weeds;
- (d) to permit the Sellers or their agent to inspect the premises at any reasonable time;
- (e) to not record, assign or transfer this Contract without first obtaining the Sellers' written consent endorsed hereon.

7. In any instance in this Contract when the Sellers' written consent is required, the Sellers agree not to act arbitrarily, capriciously nor unreasonable in withholding such written consent.

8. Should the Buyer fail or refuse to pay the taxes or insurance premiums called for him to pay in this Contract, then the Sellers shall have the right (but are not bound to so do) to pay same and any sum of money so expended by the Sellers shall be added to and become a part of the purchase price of this Contract and shall bear interest from the date of such payment by the Sellers, at the rate of eleven (11%) percent per annum.

9. In the event the Sellers shall be required, for any reason because of any acts or omissions of the Buyer, to defend Sellers'

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title to said real estate or to protect Sellers' interests in said real estate, then the Buyer agrees to reimburse the Sellers any expense incurred by the Sellers in so defending and/or protecting Sellers' interest in said real estate, including Sellers' reasonable attorney fees.

10. The Sellers further agree, when said purchase price shall have been paid in full, together with the interest thereon, and when the Buyer shall have fully and faithfully complied with each and all of the other terms and conditions of this Contract to be complied with by the Buyer, to convey or cause to be conveyed to the Buyer the title to said real estate by a general warranty deed, subject to restrictions and conditions of record, if any, and the terms of this Contract; such deed shall warrant the title generally to the date of this Contract, and from and after the date of this Contract such deed shall warrant the title as to the acts of the Sellers only. The Sellers agree to execute their Warranty Deed to the Buyer simultaneously with their execution of this Contract, and to place said Deed in escrow. The Sellers and the Buyer shall also execute an Escrow Agreement, simultaneously with their execution of this Contract, covering said Deed delivery.

11. The Sellers agree to furnish, at their expense, an owners title insurance policy in the amount of \$5,000.00, evidencing merchantable or insurable title to said real estate and continued to April 24, 1980 at 8:00 A.M., subject to the terms and conditions of this Contract. Such title shall be furnished but once by the Sellers. The acts, if any, of the Buyer resulting in the unmarketability of the title shall in no manner obligate the Sellers. The Buyer shall report any title defects, in writing, to the Sellers within thirty (30) days after the date of this Contract, and the

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Sellers shall have a reasonable time to correct such title defects. Lack of ingress to, and egress from, said real estate shall not be considered as a title obligation since the Buyer owns adjacent real estate and already has his own access to the real estate herein.

12. On the failure of the Buyer to perform any of the terms or conditions of this Contract to be performed by him, the Sellers shall have the right, at their option, to declare this Contract forfeited after giving the Buyer sixty (60) days notice of such default by mailing such notice to the Buyer, by certified U.S. mail addressed to the Buyer; and if the Buyer neglects or fails to perform any of the terms or conditions of this Contract after being notified as aforesaid, all rights of the Buyer under this Contract shall be forfeited and cease, and all payments previously made by the Buyer shall be forfeited and shall be taken and retained by the Sellers as and for ascertained and liquidated damages sustained by the Sellers by reason of such default or breach hereof, provided however, that the failure, omission, or forbearance of the Sellers to declare this Contract forfeited in any instance on the default of the Buyer shall not operate to estop, bar, or prejudice the right of the Sellers to declare this Contract forfeited on any subsequent breach or default of this Contract by the Buyer. On the Buyer's forfeiture of this Contract, the Sellers shall be entitled to the immediate possession of said real estate, and the Buyer agrees to deliver peaceable possession thereof, without damage, immediately to the Sellers without any notice whatsoever. Should the real estate be damaged, and/or should the Sellers be required to employ legal assistance, then the Buyer agrees to pay all such damage and/or reasonable attorney fees.

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14. This Contract shall be binding on the parties hereto, their heirs, devisees, executors, administrators, representatives and assigns.

IN WITNESS WHEREOF the Sellers and Buyer have hereunto set their hands and seals, in duplicate, this 26<sup>th</sup> day of June, 1980.

Buyer

Sellers

Kosin Thuywong  
Kosin Thuywong

Lola F. Aylesworth  
Lola F. Aylesworth

Charles Aylesworth  
Charles Aylesworth

Harold R. Meeker  
Harold R. Meeker

Elizabeth Meeker  
Elizabeth Meeker

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STATE OF INDIANA,

LAKE COUNTY,

SS:

Before me, the undersigned, a Notary Public in and for said County, this 26<sup>th</sup> day of June, 1980, came Lola F. Aylesworth and Charles Aylesworth, her husband, and acknowledged the execution of the above and foregoing Contract.

Witness my hand and notarial seal.

(SEAL)

My Commission Expires:

3-25-83

John P. [Signature]  
Notary Public

County of Residence: Lake

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STATE OF INDIANA, LAKE COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County, this 26<sup>th</sup> day of June, 1980, came Harold R. Meeker and Elizabeth Meeker, husband and wife, and acknowledged the execution of the above and foregoing Contract.

Witness my hand and notarial seal.

(SEAL)

My Commission Expires:

3-25-83

County of Residence: Lake

*[Signature]*

Notary Public

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STATE OF INDIANA, LAKE COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County, this 26<sup>th</sup> day of June, 1980, came Kosin Thupvong, and acknowledged the execution of the above and foregoing Contract.

Witness my hand and notarial seal.

(SEAL)

My Commission Expires:

6-6-81

County of Residence: Lake

*[Signature]*  
T. CLIFFORD

Notary Public

This instrument prepared by Kenneth E. Knight, Lawyer, Crown Point, IN

Reference to Escrow Agreement  
#36241 CPJY  
Long Term Escrow  
L-20.10