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THE INSTRUMENT HAS SEEN APPROVED BY THE INCIDENCE STATE BAS ASSOCIATION FOR USE BY AFTOCHAYS CHAY. THE STREETHON OF A FORM OF INSTRUMENT, PILING IN BLANE SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLASSES, CONSTITUTES THE PRACTICE OF LAW AND SKOULD SE DONE BY AN ATTERNITY.

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS ACREEMENT, made and entered into by and between SPERO C. SKALTSAS.

(hereinafter called "Soller"), and

COSE A CALLARDO and ROBERT CALLARDO joinely and Several hereinafter called "Buyer").

WITNESSETH:

Seiler hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from

Seiler hereby agrees to and does sell to Suyer, and Buyer hereby agrees to and does purchase from Seiler, the following described real estate in LAKE Indiana, (hereinafter called of the Real Estate"):

Lot 10, Block "F", Park Manor Second Subdivision, in the City of Gary, as shown in Plat Book 15, page 15, in Lake County, Indiana, commonly known as 3655 Jackson Street, Gary, Indiana.

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upon the following covenants, terms and conditions:

The Purchase Price and Manner of Payment

L. The Perchase Price. As the perchase price for the Real Estate, Buyer agreeate pay to Saller and Seller agrees to accept from Buyer the sum of Twentry Three Thousand (\$73.000.00)

without relief from valuation or appraisement laws, and with attornay's face.

- 2. The Manner of Paymont. The purchase price shall be paid in the following manner:
- (b) The sum of Two Hundred Pifty Three and 10/100 (\$753, 464 shall be paid on the Pirat day of each calendar month hereafter, until the remainder of said purchase price, with R. So interest as herein provided, has been paid in full.
- (e) The unpaid belance of the purchase price shall bear interest at the rate of 9.8 per amount such interest to be computed monthly, in advance, on November 3.1975 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 preceding period and the balance of the aggregate of such payments shall be credited against the principal due.
- . (d) All payments due hereunder shall be made toSpara C. Ckaltsas, 500 West Lincoln Highway, Merrillvilla, Inder at such other place as Seller shall designate in writing.

Propayment of the Purchase Price

Buyer shall have the privilege of paying, at any time, any sum or sums in addition to the monthly 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.

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Texas, Assassments and Insurance

- 1. Taxes. Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable. November, 1976 and all installments of taxes due and payable thereafter.
- 2. Accessments. Buyer agrees to pay all assessments for municipal or other public improvements completed after October 1, 1976
- 8. Insurance. Buyer agrees to keep the improvements on said real estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. 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 agreement.
- 4. If the Buyer falls to take out or pay for insurance provided for herein or to make any payment of taxes or assessments herein provided for him to pay, the Seller may, without notice, pay the same when due and add such amount to the principal of this contract, and such amount shall bear interest from the date of payment at the rate and in the manner provided for other principal of this contract, provided that the exercise of this right of payment by the Seller on any occasion shall not waive his right to declare a termination of this contract for failure to payment the same for any future failure to pay, nor shall any payment or payments thus made by Seller constitute an estoppel to declare a forfeiture of this contract for a subsequent failure to pay any other payment required of Buyer to be paid.

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Posession

Seller shall deliver to Buyer full and complete possession of the Real Estate upon date of execution, subject to the existing leases which are to be assigned to the Buyer attractive construction of the Buyer execution, subject to the existing leases which are to be assigned to the Buyer attractive construction of the Buyer executive construction of the Real Estate upon of the Real Estate upon date upon date of the Buyer executive construction of the Real Estate upon of the Real Estate upon date upon date of the Buyer executive upon date of the Buyer execut

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Evidence of Title

The Seller impressions will furnish Buyer with evidence of merchantable title to the Real Estate as of the date Contract is paid in full which evidence (warranty deed) (date of continuous)

of title, if formished herewith, it is agreed shows a merchantable title to the Real Estate of Seller as of the date hereof except, as to the following taxes and restrictions of record or any other encumbrances created by the Buyers.

Any further title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of the Seller is to be borne by the Seller.

And the Seller covenants and agrees with the Buyer 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 Buyer of all his covenants and agreements herein made, that he, the Seller, will convey or cause to be conveyed to the Buyer, by Warranty Deed, the above described real estate subject to all taxes and special assegments and to all the other conditions herein provided.

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Seller's Right to Mortgage the Real Estate

Seller shall have the right to obtain, without Buyer's consent, a loan secured by mortgage on the Real Estate, and the right to renew any such mortgage loan. Seller agrees, however, that the balance due in respect of any such mortgage loan shall never exceed the unpaid balance of the purchase price due hereunder. If Seller encumbers the Real Estate by a mortgage, Buyer shall have the right to make any omitted payment or payments and to deduct the amount thereof from the next payment or payments due under this contract. Seller agrees, however, that he will pay any such mortgage loan when due or at such time as Buyer pays in full the unpaid purchase price hereunder.



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Assignment of Contract

The Buyer may not sell or assign this contract, the Buyer's interest therein, or the Buyer's interest in the Real Estate, without the written consent of the Seller, provided, however, any consent herein required shall not be unreasonably withheld, and provided that no assignment hereof shall operate to relieve either party from liability bereon.

VIII

Use of the Real Estate by Buyer's, Selier's Right to Inspection and Buyer's Responsibility for Injuries

- 2. Seller's Right of Inspection. Seller shall have the right to enter and inspect the Real Estate and the improvements thereon at any reasonable time.
- 3. Buyer's Responsibility for Accidents. As a part of the consideration hereof. Buyer assumed all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate and the imprevenents thereon.

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Time Shall Be of the Ecomes of This Agreement.

In case of failure of the Buyer to make any of the payments as they become due, or any part thereof, or perform any of Buyer's covenants, this contract shall, at the option of the Seller, be forfeited and terminated and all payments theretofore made shall be retained by the Seller as rent for the use of said premises, and Seller shall have the right to re-enter and take possession of the premises aforested and, in addition, may recover any loss or damage which the Seller may sustain by reseon of any default, or the Seller may sue and recover all of said purchase money which, at the option of the Seller, shall become immediately due and payable. All sums payable hereunder are payable with attorney fees, without relief from valuation or appraisement laws. The failure or omission of the Seller to enforce his rights upon any breach of any of the terms or conditions of this agreement shall not her or abridge his rights upon any subsequent default.

Before the Seller shall take any legal action to cancel this contract, he shall first serve on the Buyer written notice of the default complained of and the Buyer shall have thirty (30) days from the posting or service of said notice to correct said default, provided, however.

10 notice to correct said default, provided, however.

10 notice shall be required for the Buyer's default in payment of any monion agreed to be paid by the buyer herein.

Buyer agrees to pay the reasonable expanse of preparation and delivery of any notice of default, including attackey fees if incurred.

General Agreements of Partico

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, 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.

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Additional Cavanants

Buyers are aware that there exists the following month to month lease on the property with the following tenants: Michael J. Samuels and his intended wife Alberta White and Anthony J. Phillips and Minni Phillips.

The Buyers hereby expressly agree to do and perform at their own cost and expense and within thirty (30) days from date of signing of this Agreement, the following repairs, to-wit: (a) Repair drive to garage and paint the outside of structure: (b) That the plumbing needs some repair, mainly the hot and cold

water lines;
In addition to the payments provided for herein, the Buyer expressly agrees to pay on the 1st day of each and every month during the term of this Contract to the Seller 1/12th of County Real Estate taxes and insurance premiums and further agrees that in the event said real estate taxes or premiums are increased (over)

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE This is a Contract for the vale of real estete herels described. This Contract in itself in not guernaty of marchantubility of the title the the real estate. See pour favyer for an examination of this contract and supporting title oridence as provided in the contract.

molana state bar association

ADDITIONAL COVENANTS CONTINUED

the Buyers will furthur pay in a lump sum such increase when the same 4. The Buyers hereby acknowledge receipt of the sum of may be ascertained. \$350.00 in cash from the Seller, which said sum repres deposit, as follows: Anthony J. Phillips - \$\$200.00; Michael J. Samuels -\$150.00, and Buyer further agrees to pay said sum when the same is due to The stove, refrigerator and air conditions now at the said lesses. 5. top floor of said premises, is and shall remain the property of the Seller and will be removed by him at the expiration of the Lease to Michael J. Samuels. The Buyer expressly understands and agrees and purchases this property in an "as is" condition. It is agreed that the present 6. tenants shall have the right to their tenancy until March 1, 1977, at their option. 7. It is agreed that the Suyers shall not be considered in default of any payments provided such payments or payment is made not later than the 10th day of each and every month hereafter.