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*Eugene Veliz*

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# CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

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

(hereinafter called "Seller"), and

JOSE A. GALLARDO and ROBERT GALLARDO, jointly and severally (hereinafter called "Buyer").

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 in LAKE Indiana, (hereinafter called "the Real Estate"):

Lot 10, Block "F", Park Manor Second Subdivision, in the City of Gary, as shown in Plat Book 15, page 35, in Lake County, Indiana, commonly known as 3655 Jackson Street, Gary, Indiana.

JUN 9 3 29 PM '90  
WILLIAM BIETSKI JR  
RECORDER  
LAKE COUNTY  
OFFICE OF RECORDER

For Assignments see documents.

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upon the following covenants, terms and conditions:

### 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 Twenty Three Thousand (\$23,000.00) Dollars

without relief from valuation or appraisal laws, and with attorney's fees.

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

(a) The sum of Three Thousand (\$3,000.00) Dollars was paid by Buyer to Seller at the time of the execution and delivery of this instrument, and the receipt of such sum is hereby acknowledged by Seller.

(b) The sum of Two Hundred Fifty Three and 40/100 (\$253.40) shall be paid on the first day of each calendar month hereafter, until the remainder of said purchase price, with interest as herein provided, has been paid in full.

(c) The unpaid balance of the purchase price shall bear interest at the rate of 9.5 per annum such interest to be computed monthly in advance, on November 8, 1976 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 to Spero C. Skaltsas, 500 West Lincoln Highway, Merrillville, Ind at such other place as Seller shall designate in writing.



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VII

**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 hereon.

VIII

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

1. Use. The Real Estate may not be rented, leased, or occupied by persons other than the Buyer. Buyer may make alterations, changes and make additional improvements (only with) (without) the written consent of the Seller having first been obtained. Buyer shall use the Real Estate and the improvements thereon 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, materialman, or other creditors of the Buyer or of an assignee of the Buyer to obtain a lien or attachment against the Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate the Buyer shall comply with all laws, ordinances, and regulations of the United States of America, the State of Indiana, the County of LAKE and the City of GARY. In the event of the Buyer's breach of this covenant and a re-entry by Seller, the Buyer shall deliver the Real Estate and the improvements thereon 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 and the improvements thereon 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 and the improvements thereon.

IX

**Seller's Remedies on Buyer's Default**

**Time Shall Be of the Essence 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 aforesaid and, in addition, may recover any loss or damage which the Seller may sustain by reason 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 appraisal 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 bar 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, no notice shall be required for the Buyer's default in payment of any monies agreed to be paid by the buyer herein.

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

**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, 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 Covenants**

1. Buyers are aware that there exists the following month to month lease on the property with the following tenants: Michael J. Samuals and his intended wife Alberta White and Anthony J. Phillips and Minni Phillips.
2. 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;
3. 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 \$0 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

