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WALTER Fleming
7735 Adams
Meadow, IN
46406

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CONTRACT FOR THE CONDITIONAL SALE
OF REAL ESTATE

THIS AGREEMENT made by and between LEONARD NIEPOKOJ and RUBY NIEPOKOJ, husband and wife, hereinafter referred to as the "Sellers", and VEERA PORAPAIBOON and SHARON PORAPAIBOON, husband and wife, hereinafter referred to as the "Purchasers",

W I T N E S S E T H:

WHEREAS, the Sellers are owners of real estate located in Center Township, Lake County, Indiana, and

WHEREAS, the Purchasers are desirous of purchasing the real estate owned by the Sellers, and

WHEREAS, the Sellers are desirous of selling the real estate to the Purchasers, and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I

Description of Real Estate

The Sellers hereby agree for and in consideration of payment of the purchase price, in the amount, at the times, and in the manner hereinafter provided, to sell and convey upon the terms and conditions hereinafter set out, to the Purchasers, the following described real estate in the County of Lake, State of Indiana, which is legally described as follows:

Lot 4, Holiday Creek Unit 5, as shown in Plat Book 43, page 27 in the Office of the Recorder of Lake County, Indiana.

ARTICLE II

Purchase Price

The purchase price which the Sellers hereby agree to accept in full payment of all of the above described real estate is Thirty Five Thousand Dollars (\$35,000.00) without relief from valuation and appraisal laws, with interest as hereinafter provided; which amount the Purchasers hereby agree to pay at the times hereinafter set out.

ARTICLE III

Payment of Purchase Price

The purchase price shall be paid by the Purchasers to the Sellers, or such other party as the Sellers may direct in writing, in the following manner:

1. The sum of Eight Thousand Seven Hundred Fifty (\$8,750.00) Dollars upon the execution of this agreement, the receipt of which is hereby acknowledged by the Sellers.

STATE OF INDIANA
LAKE COUNTY
OFFICE OF THE RECORDER
WILLIAM HILSKAMP
RECORDER
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2. The balance of Twenty-Six Thousand Two Hundred Fifty (\$26,250.00) Dollars shall be payable on or before June 30, 1981 together with interest at the rate of ten (10%) percent per annum on the outstanding principal balance.

3. Payments herein shall be made payable to Leonard Niepokej and Ruby Niepokej at 12505 Van Buren Street, Crown Point, Indiana 46307.

ARTICLE IV

Prepayment of the Purchase Price

Purchasers shall have the privilege of paying without penalty, at any time after January 1, 1981, 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 the Purchasers make any payment that constitutes full payment of the purchase price.

ARTICLE V

Taxes, Assessments and Insurance

The parties agree that with respect to taxes, assessments and insurance the following responsibility shall exist:

1. Taxes. The parties agree to pro-rate the taxes on the real estate as of the date of the execution of this contract and, after said adjustment, the Purchasers shall pay all such real estate taxes promptly as they become due and supply the Sellers with evidence of payment. With respect to the pro-ration of taxes herein, adjustment shall be made on the basis of the most recent ascertainable tax bill. However, when the final tax bill comes out, if the taxes are greater, the Sellers shall reimburse the Purchasers for any difference and if the tax is less, the Purchasers shall reimburse the Sellers for any overpayment.

2. Assessments. The Purchasers agree to pay for any assessments or charges upon or applying to the real estate for public or municipal improvements or services which accrue after the date of this agreement or are constructed and installed on or about the real estate or otherwise serve the real estate provided said construction or improvement occurs after the date of this agreement.

3. Insurance. The Purchasers agree to provide and pay for liability insurance with respect to the real estate.

4. Sellers' Right to Perform Purchasers' Covenants
If the Purchasers fail to perform any act or to make any payment required of them by this Article V, the Sellers shall have the right at any time, to perform any such act or to make any such payment and in exercising such right shall further notify Purchasers of same. Nothing in this provision shall imply any obligation on the part of the Sellers to perform any acts or to make any payment required of the Purchasers. The exercise of the right by Sellers shall not constitute a release of any obligation of the Purchasers under this Article V or a waiver of any remedy given the Sellers under this contract, nor shall such exercise constitute an estoppel to the exercise by the Sellers of any right or remedy of theirs or a subsequent failure by the Purchasers to perform any act or to make any payments required of them under this Article V. Payments made by the Sellers and all costs and expenses at the option of the Sellers, either (a) be payable to the Sellers by

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the Purchasers within thirty (30) days after written demand, or (b) be added to the outstanding principal balance.

ARTICLE VI

Possession

The Sellers shall deliver to the Purchasers full and complete possession of the real estate at the time of the payment of said Eight Thousand Seven Hundred Fifty (\$8,750.00) Dollars in the execution of this contract.

ARTICLE VII

Evidence of Title

If the Purchasers are not in default under this contract, the Sellers, at their expense, shall furnish the Purchasers evidence of title in the form of a commitment for an owners title insurance policy of a reputable title insurance company in the amount of the purchase price thirty (30) days prior to payment in full of the balance due under this agreement. Such evidence of title shall show title in Sellers subject only to current taxes not yet due and payable. Sellers covenant and agree that upon the payment of all of the sums due under this contract and the prompt and full performance by the Purchasers of all the covenants and agreement herein made, the Sellers shall convey or cause to be conveyed to the Purchasers, by General Warranty Deed the above described real estate subject only to taxes not yet due and payable.

ARTICLE VIII

Escrow

Simultaneously with the execution of this contract, the Sellers shall execute and deposit with the Chicago Title Insurance Company a Warranty Deed conveying title to the above described real estate to the Purchasers. At the same time, the Purchasers and Sellers shall execute the attached Letter of Escrow Instructions to the Chicago Title Insurance Company a copy of which is attached hereto and made a part hereof, and marked "Exhibit A".

ARTICLE IX

Sellers' Representations and Warranties

Sellers represent and warrant the the real estate is properly zoned for residential housing, that utilities (gas, electric and telephone) are available on the real estate and that at the time Purchasers make their final payment herein, they will be able to secure a building permit for the construction of a residential dwelling, secure a permit for the installation of a septic system for said residential dwelling, and be able to secure an adequate water supply from a well on the real estate. Should the Purchasers be unable to satisfy any of the above conditions at the time final payment is made, the Sellers shall return forthwith to the Purchasers all monies paid to the Sellers toward the purchase of the real estate, and consider the contract null and void.

ARTICLE X

Assignment of Contract

The Purchasers may not sell or assign this contract, their interest therein, or their interest in the real estate, without the

written consent of the Sellers; provided, however, that any such consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability herein.

ARTICLE XI

Sellers' Remedies on Purchasers' Default

Time shall be of the essence of this agreement. If the Purchasers fail to pay the purchase price or interest thereon, or any installment of taxes on the real estate, or assessment for a public improvement, as the same become due, and if such failure continues for a period of thirty (30) days after written notice identifying this default is given to the Purchasers; or if the Purchasers fail to perform or observe any other condition or term of this agreement and such default continues for a period of thirty (30) days after written notice identifying such default is given to the Purchasers; then the Sellers may, at their option:

1. Declare the entire unpaid balance of this contract immediately due and payable, and in such event, the Sellers may pursue whatever remedies, legal or equitable, to collect the entire unpaid balance of the purchase price.
2. Exercise other remedies available at law, or in equity.

The remedies herein provided shall be cumulative and not exclusive. Failure of the Sellers to exercise any remedy at any time shall not operate as a waiver of the right of the Sellers to exercise any remedy for the same or any subsequent default at any time thereafter. The Sellers shall further have the right to recover damages for unlawful failure to maintain the real estate at any time, for waste committed thereon or for any other damages suffered by the Sellers.

ARTICLE XII

General Agreements of the Parties

All covenants herein shall extend to and be obligatory on the heirs, personal representatives and assigns of the parties. 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 to the person to be notified at his last known address and deposited in an United States Post Office mail box, postage prepaid.

ARTICLE XIII

Attorneys Fees

Should any litigation be commenced between the parties hereto concerning the real estate, this contract, or the rights and duties of either in relation thereto, the party prevailing in such litigation, shall be entitled, in addition to such other relief as may be granted to a reasonable sum as and for their attorneys fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

ARTICLE XIV

Entire Agreement

Both the Purchasers and the Sellers agree that this contract constitutes the sole and only agreement between them respecting the

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real estate and correctly sets forth their obligations to each other as of its date.

IN WITNESS WHEREOF, the Sellers and Purchasers have executed this contract in duplicate on the 22nd day of SEPTEMBER, 1980.

SELLERS

PURCHASERS

Leonard Niepokoj
Leonard Niepokoj

Veera Porapaiboon
Veera Porapaiboon

Ruby Niepokoj
Ruby Niepokoj

Sharon Porapaiboon
Sharon Porapaiboon

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 22nd day of SEPTEMBER, 1980 personally appeared Leonard Niepokoj and Ruby Niepokoj, and each acknowledged the execution of the above and foregoing Contract for the Conditional Sale of Real Estate to be his and her voluntary act and deed.
Witness my hand and Notarial Seal.

My Commission Expires:
June 6, 1981
County of Residence: Lake

T. Clifford Fleming
T. Clifford Fleming,
Notary Public

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 22nd day of SEPTEMBER, 1980 personally appeared Veera Porapaiboon and Sharon Porapaiboon, and each acknowledged the execution of the above and foregoing Contract for the Conditional Sale of Real Estate to be his and her voluntary act and deed.
Witness my hand and Notarial Seal.

My Commission Expires:
June 6, 1981
County of Residence: Lake

T. Clifford Fleming
T. Clifford Fleming,
Notary Public

This instrument prepared by: T. Clifford Fleming, Attorney at Law
Walker and Fleming, P.C.
7725 Broadway
Merrillville, In. 46410

RECORDED

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made by and between LEONARD NIEPOKOJ and RUBY NIEPOKOJ, husband and wife, of Lake County, Indiana, hereinafter referred to as the "Sellers" and VEERA PORAPAIBOON and SHARON PORAPAIBOON, husband and wife, of Lake County, Indiana, hereinafter referred to as the "Purchasers", and CHICAGO TITLE INSURANCE COMPANY hereinafter referred to as the "Escrowee",

W I T N E S S E T H:

WHEREAS, the Sellers and the Purchasers have, this date, executed a Contract for the Conditional Sale of Real Estate for the following described real estate in Lake County, Indiana, to-wit:

Lot 4, Holiday Creek Unit 5, as shown in Plat Book 43, page 27 in the Office of the Recorder of Lake County, Indiana.

WHEREAS it is to the benefit of both the Sellers and the Purchasers that the Sellers immediately execute the Warranty Deed called for by said Contract, and deliver said Deed into the hands of an escrowee to hold, pending the fulfillment of the terms of said Contract by the Purchasers, and for said escrowee to deliver said Deed to the Purchasers upon such fulfillment, and,

WHEREAS, the Sellers and the Purchasers desire to make an agreement for said purposes,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Sellers shall deliver their properly executed Warranty Deed, describing said real estate, to the Escrowee, together with an executed copy of said Contract.
2. The Escrowee shall hold said Deed until said Contract has been fully performed and completed by the Purchasers.

EXHIBIT A

RECORDED

3. The Purchasers or their assignees or agents, shall notify the Sellers, or any one (1) of them, and the Escrowee, in writing, that they have fully paid and performed said Contract, and that they request that the Deed be released by the Escrowee and delivered to them.
4. The Sellers, or their assignees or agents, or any one (1) of them, shall then notify the Escrowee, in writing, that said Contract has been fully paid, performed and fulfilled by the Purchasers.
5. The Escrowee, upon being so informed, shall then immediately deliver said Deed to the Purchasers and this Escrow Agreement shall then terminate, it being expressly understood that the Escrowee may rely on such notification from the Sellers, or one (1) of them, and that the Escrowee is thereafter relieved of any liability whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement this 22nd day of SEPTEMBER, 1980.

PURCHASERS

SELLERS

Uina Porapaiboon
Veera Porapaiboon

Leonard Niepokoj
Leonard Niepokoj

Sharon Porapaiboon
Sharon Porapaiboon

Ruby Niepokoj
Ruby Niepokoj

The undersigned ESCROWEE acknowledges receipt of said Warranty Deed, and Contract, said Deed to be held in Escrow by the undersigned, pursuant to the conditions and terms above stated.

CHICAGO TITLE INSURANCE CO.

BY: Paul N. Schif

This instrument prepared by T. Clifford Fleming, Attorney at Law
7725 Broadway
Merrillville, In. 46410