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*Fayhurst & Assoc
2800 Dethlefsen
St. Station*

REAL ESTATE CONTRACT

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THIS AGREEMENT MADE AND ENTERED INTO IN LAKE COUNTY, INDIANA THIS 17th DAY OF OCTOBER, 1980 BY AND BETWEEN SAM & SOILA LEIVA, HUSBAND AND WIFE, (HEREINAFTER CALLED "SELLER") AND DOMINGO & BETTY CALVILLO, HUSBAND AND WIFE (HEREINAFTER CALLED "PURCHASER").

WITNESSETH:

IF THE PURCHASER SHALL FIRST MAKE THE PAYMENTS AND PERFORM THE COVENANTS HEREINAFTER MENTIONED ON ITS PART TO BE MADE AND PERFORMED, THE SELLER HEREBY AGREES TO SELL AND CONVEY BY A GOOD AND SUFFICIENT WARRANTY DEED TO THE PURCHASER WHO HEREBY AGREES TO PURCHASE, SUBJECT TO THE PROVISIONS OF THIS INSTRUMENT, THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN LAKE COUNTY, INDIANA, TO-WIT:

LOT 5, BLOCK 8, 3rd SUBDIVISION TO OAKINGTON PARK, CITY OF GARY, AS SHOWN IN PLAT BOOK 13, PAGE 11, LAKE COUNTY, INDIANA.

1. PURCHASE PRICE. THE PRICE SHALL BE TEN THOUSAND (\$10,000.00) DOLLARS PAYABLE WITHOUT RELIEF FROM VALUATION OR APPRAISEMENT LAWS OF THE STATE OF INDIANA AND WITH ATTORNEY'S FEES IN THE FOLLOWING MANNER:
 - (A) FIFTEEN HUNDRED (\$1500.00) DOLLARS AT THE SIGNING OF THIS INSTRUMENT, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE SELLERS.
 - (B) ON THE 17th DAY OF NOVEMBER, 1980, AND ON THE 17th DAY OF EACH MONTH THEREAFTER, THE PURCHASER SHALL PAY THE SUM OF ONE HUNDRED FIFTY (\$150.00) DOLLARS UNTIL THE ENTIRE UNPAID PRINCIPAL BALANCE, ALL ACCRUED INTEREST AND ALL OTHER CHARGES DUE UNDER THIS CONTRACT HAVE BEEN PAID IN FULL. THE PAYMENT SHALL BE APPLIED TO THE INTEREST, THEN TO ANY DUE AND UNPAID CHARGES UNDER THIS AGREEMENT, AND LASTLY TO PRINCIPAL.
2. PLACE OF PAYMENT. ALL PAYMENTS SHALL BE MADE AT 1604 BELLOGG AVENUE, CORONA, CALIFORNIA, 91720 OR SUCH OTHER PLACE AS SELLER SHALL DESIGNATE IN WRITING.
3. INTEREST. THE UNPAID PRINCIPAL BALANCE OF THIS CONTRACT SHALL BEAR INTEREST AT THE RATE OF TWELVE (12%) PER CENT PER ANNUM COMPUTED MONTHLY ON THE THEN OUTSTANDING UNPAID PRINCIPAL BALANCE.
4. INTEREST ON DEFAULT. IF AT ANY TIME ANY PAYMENT UPON ANY INDEBTEDNESS DUE SELLER AS A RESULT OF THE TERMS AND CONDITIONS OF THIS INSTRUMENT IS IN DEFAULT, THE ENTIRE UNPAID BALANCE OF THE PURCHASE PRICE SHALL BEAR INTEREST AT THE RATE OF SIXTEEN (16%) PER CENT PER ANNUM DURING SUCH DEFAULT: NOTWITHSTANDING THE PROVISIONS CONTAINED IN PARAGRAPH 3 OR ANY OTHER PARAGRAPH HEREIN.
5. LATE PAYMENT. IN THE EVENT PURCHASER SHALL FAIL TO MAKE ANY INSTALLMENT PAYMENT DUE SELLER PURSUANT TO THE TERMS AND CONDITIONS OF THIS INSTRUMENT WITHIN TEN (10) DAYS OF THE DUE DATE THEREOF, SELLER MAY, AT ITS OPTION, MAKE A LATE PAYMENT CHARGE OF TWENTY-FIVE (\$25.00) DOLLARS WITHOUT PREJUDICE TO ANY RIGHTS OR REMEDIES OF THE SELLERS IN THE EVENT OF DEFAULT WHICH SAID PAYMENT SHALL BE DUE AND PAYABLE PRIOR TO THE CURING OF ANY SUCH DEFAULT.
6. PREPAYMENT PRIVILEGE. PURCHASER MAY REPAY ALL OR ANY PART OF THE PURCHASE PRICE ON ANY INSTALLMENT PAYMENT DATE WITHOUT PENALTY. PREPAYMENT OF SUCH PRINCIPAL AMOUNTS SHALL NOT POSTPONE THE PURCHASERS OBLIGATION TO MAKE REGULAR MONTHLY PAYMENTS.
7. INSURANCE. PURCHASERS RESPONSIBILITY FOR INJURIES. IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE PURCHASER WILL CARRY LIABILITY INSURANCE ON SAID PREMISES IN THE AMOUNTS OF \$100,000/\$200,000 WITH PROPERTY DAMAGE LIMITS OF \$15,000.00. PURCHASER FURTHER COVENANTS THAT HE WILL CARRY AND MAINTAIN FIRE EXTENDED COVERAGE INSURANCE ON ALL IMPROVEMENTS ON THE PREMISES CONVEYED IN AN AMOUNT EQUAL TO SAID FAIR MARKET VALUE OF SUCH IMPROVEMENTS, IN AN AMOUNT NOT LESS THAN FIFTEEN THOUSAND (\$15,000.00) DOLLARS. PURCHASER COVENANTS THAT SELLERS WILL BE NAMED AS CO-INSURED ON SAID POLICIES AND SELLERS

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WILL BE FURNISHED WITH COPIES OF SUCH POLICIES, AS WELL AS COPIES OF RECEIPTS FOR PAYMENTS OF PREMIUMS DUE THEREON. ANY INSURANCE PROCEEDS SHALL BE APPLIED TO THE PRINCIPAL DUE SELLERS AT THE TIME OF RECEIPT THEREOF WITHOUT ABATEMENT OF MONTHLY PAYMENTS OR AT THE OPTION OF SELLER MAY BE APPLIED TO RESTORATION OF THE PROPERTY.

8. TAXES. PURCHASER AGREES TO PAY ALL REAL ESTATE TAXES AND SPECIAL ASSESSMENTS INCURRED AND ASSESSED AFTER THE DATE OF THIS CONTRACT EXCEPT AS HEREINAFTER SET FORTH. IN THE EVENT THE PURCHASER SHALL FAIL TO PAY ANY OR ALL OF SAID TAXES OR SPECIAL ASSESSMENTS WHENEVER AND AS SOON AS THE SAME SHALL BECOME DUE AND PAYABLE, THE SELLER MAY PAY OR CAUSE SAME TO BE PAID, INCLUDING ALL PENALTIES CHARGED, AND THEREAFTER COLLECT SAME FROM PURCHASER TOGETHER WITH EIGHTEEN (18%) PER CENT INTEREST PER ANNUM THEREON AND SAME SHALL BECOME AN ADDITIONAL CONSIDERATION TO BE PAID BY PURCHASER IN RESPECT TO SAID SALE OF THE REAL ESTATE, AFORESAID. PURCHASER FURTHER COVENANTS THAT SELLER WILL BE FURNISHED WITH RECEIPTS OF PAYMENT WITHIN THIRTY (30) DAYS OF THE DUE DATE OF ALL REAL ESTATE TAX BILLS.
9. RIGHT OF SELLER TO PAY TAXES. IF PURCHASER SHOULD DEFAULT IN THE PAYMENT OF ANY TAXES, ASSESSMENTS, OR INSURANCE PREMIUMS, AS HEREBY PROVIDED AND IF SELLER, AT ITS OPTION, SHALL PAY ANY SAID AMOUNTS THEREFOR, THEN PURCHASER AGREES TO REPAY SELLER ALL SUCH SUMS SO ADVANCED AND PAID BY THEM TOGETHER WITH INTEREST THEREON FROM DATE OF PAYMENT OF SAID SUMS AT THE RATE OF EIGHTEEN (18%) PER CENT PER ANNUM UNTIL THE SAME SHALL BE SECURED BY THIS CONTRACT.
10. UTILITIES. PURCHASER SHALL PAY FOR ALL UTILITY CHARGES INCURRED BY HIM DURING THE TERM OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY EXPENSES FOR INSTALLATION OF METERS TOGETHER WITH ANY MONTHLY CHARGES FOR UTILITY SERVICES RENDERED.
11. POSSESSION. SELLER HEREBY GRANTS PURCHASER THE RIGHT OF IMMEDIATE POSSESSION OF THE REAL ESTATE.
12. MORTGAGE. SELLER HEREBY HAS THE RIGHT TO OBTAIN, WITHOUT PURCHASER'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 FOR THE REAL ESTATE UNDER THIS CONTRACT. SELLER AGREES, HOWEVER, THAT THEY WILL PAY ANY SUCH MORTGAGE LOAN WHEN DUE OR AT SUCH TIME AS PURCHASER SHOULD PAY IN FULL THE UNPAID PURCHASE PRICE HEREUNDER.
13. ASSIGNMENT. PURCHASER SHALL NOT SELL, ASSIGN, OR OTHERWISE TRANSFER ANY INTEREST IN THIS CONTRACT OR THE REAL ESTATE DESCRIBED HEREIN NOR SHALL THE PURCHASER LEASE OR PERMIT OCCUPANCY OF THE PREMISES HEREIN DESCRIBED BY ANY OTHER PERSON, PERSONS, FIRM OR CORPORATION WITHOUT WRITTEN CONSENT OF THE SELLER.
14. REPAIR AND MAINTENANCE. PURCHASER SHALL, AT HIS EXPENSE, KEEP AND MAINTAIN THE PREMISES IN GOOD REPAIR AND SHALL NOT PERMIT WASTE ON THE PREMISES OR ANY ACCUMULATION OF DEBRIS OR TRASH UPON THE REAL ESTATE HEREIN DESCRIBED, UPON ANY BREACH AND RE-ENTRY BY THE SELLER, PURCHASER SHALL DELIVER UP THE PREMISES TO SELLER IN AS GOOD CONDITION AS THE SAME ARE IN NOW, ORDINARY WEAR AND TEAR EXCEPTED. PURCHASER SHALL AT ALL TIMES USE AND MAINTAIN SAID PREMISES IN ACCORDANCE WITH THE LAWS, ORDINANCES AND REGULATIONS OF THE UNITED STATES OF AMERICA, STATE OF INDIANA, LAKE COUNTY, AND GARY, INDIANA.
15. INSPECTION. SELLER SHALL HAVE THE RIGHT TO ENTER UPON AND IN SAID PREMISES FOR THE PURPOSE OF INSPECTING THE SAME AT ANY REASONABLE TIME.
16. LIABILITY FOR DAMAGE OR INJURY. PURCHASER HEREBY EXPRESSLY ASSUMES ALL RISKS AND RESPONSIBILITY FOR ANY INJURY OR DAMAGE TO HIMSELF OR OTHER PERSONS OR PROPERTY IN OR ABOUT SAID PREMISES AND AGREES TO HOLD SELLER HARMLESS FROM ANY LIABILITY THEREFROM.
17. CONDEMNATION. PURCHASER ASSUMES ALL RISKS OF TAKING OF ANY PART OF THE PROPERTY FOR PUBLIC USE AND AGREES THAT ANY SUCH TAKING SHALL NOT CONSTITUTE A FAILURE OF CONSIDERATION, BUT ALL SUMS RECEIVED BY SELLER BY REASON THEREOF SHALL BE APPLIED AS PAYMENT OF THE PURCHASE PRICE LESS ANY SUMS WHICH THE SELLER MAY BE REQUIRED TO EXPEND IN SECURING THE SAME.
18. ALTERATION OF IMPROVEMENTS. PURCHASER AGREES TO REFRAIN FROM ALTERING THE IMPROVEMENTS SITUATE UPON THE SAID PREMISES WITHOUT WRITTEN CONSENT OF SELLER.

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19. COVENANT AGAINST LIENS. PURCHASER AGREES NOT TO PURCHASE ANY MATERIAL FOR REPAIR OR IMPROVEMENTS OF THE PREMISES OR TO HAVE ANY WORK PERFORMED OR PERMIT ANY WORK TO BE PERFORMED THEREON WHICH MIGHT RESULT IN ANY LIEN OR ENCUMBRANCE AS A RESULT THEREOF NOR PERMIT ANY MECHANICS LIEN OR OTHER LIEN TO ATTACH TO THE SAID PREMISES WITHOUT WRITTEN CONSENT OF THE SELLER.
20. RIGHT OF SELLER TO CONVEY. SELLER RESERVES THE RIGHT TO CONVEY ITS INTEREST IN THE PREMISES AND ANY SUCH CONVEYANCE THEREOF SHALL NOT BE CAUSE OF RESCISSION OF THIS CONTRACT.
21. MODIFICATIONS. NO MODIFICATIONS OF THIS AGREEMENT NOR WAIVER OF ANY TERM OR CONDITION HEREOF SHALL HAVE ANY FORCE OR EFFECT UNLESS THE SAME IS IN WRITING SIGNED BY BOTH OF THE PARTIES HERETO AND ALL CONTRACTS AND AGREEMENTS HERETOFORE MADE BY THE PARTIES HERETO ARE MERGED INTO AND SUPERCEDED BY THIS INSTRUMENT.
22. MANNER OF GIVING NOTICE. THE MAILING OF A WRITTEN NOTICE BY DEPOSITING IT IN ANY POST OFFICE OR LETTER BOX ENCLOSED IN A POST-PAID ENVELOPE ADDRESSED TO THE PURCHASER AND DIRECTED TO HIM AT HIS LAST ADDRESS, BY CERTIFIED MAIL SHALL BE SUFFICIENT NOTICE TO PURCHASER FOR ALL PURPOSES.
23. DEED. SUBJECT TO PERFORMANCE BY THE PURCHASER OF ALL THE COVENANTS, TERMS AND CONDITIONS OF THIS INSTRUMENT, SELLER AGREES TO EXECUTE AND DELIVER A WARRANTY DEED CONVEYING A MARKETABLE TITLE TO SAID PREMISES SUBJECT ONLY TO THE FOLLOWING EXCEPTIONS:
- (A) RESTRICTIONS, EASEMENTS, COVENANTS, AND ASSESSMENTS OF RECORD AT THE TIME OF CONVEYANCE.
 - (B) LIENS AND ENCUMBRANCES CREATED BY OR THROUGH OR ON BEHALF OF THE PURCHASER AND THE RIGHTS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE PURCHASER.
- AND AT ITS EXPENSE, OR OTHERWISE, PAY ANY TAX OR DUTY IMPOSED ON SUCH CONVEYANCE OF TITLE.
24. TITLE INSURANCE POLICY. SELLER AGREES TO FURNISH, AT SELLER'S EXPENSE, A TITLE INSURANCE POLICY IN THE AMOUNT OF THE PURCHASE PRICE SHOWING A GOOD AND MERCHANTABLE TITLE TO SAID REAL ESTATE AT THE TIME OF CONVEYANCE SUBJECT ONLY TO STANDARD TITLE EXCEPTIONS, AND ALL LIENS, RESTRICTIONS AND ENCUMBRANCES CAUSED BY THE PURCHASER.
25. DEFAULT. IF ANY INSURANCE OR TAXES ARE NOT PAID WHEN DUE, OR IF ANY INSTALLMENT OF THE PURCHASE PRICE OR INTEREST THEREON SHALL BECOME DELINQUENT FOR A PERIOD OF THIRTY (30) DAYS OR IF THE PURCHASER SHALL FAIL TO OBSERVE OR PERFORM ANY OTHER TERMS OR CONDITIONS OF THIS AGREEMENT THE SELLER MAY, AT SELLER'S OPTION, CANCEL THIS AGREEMENT, TAKE IMMEDIATE POSSESSION OF SAID REAL ESTATE, AND REMOVE THE PURCHASER OR ANY OTHER PERSON THEREFROM WITHOUT ANY NOTICE OR DEMAND WHATSOEVER, THE NECESSITY THEREFOR BEING HEREBY EXPRESSLY WAIVED, AND IN THE EVENT OF SUCH CANCELLATION, ALL PAYMENTS THEREFORE MADE BY PURCHASER SHALL BE RETAINED BY SELLER NOT AS A PENALTY BUT AS LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT, AND IN ADDITION, SELLER MAY RECOVER ANY LOSS OR DAMAGE WHICH SELLER MAY SUSTAIN BY REASON OF ANY DEFAULT: OR SELLER MAY SUE AND MAY RECOVER ALL OF THE UNPAID PRINCIPAL BALANCE OF THE PURCHASE PRICE WHICH, AT THE OPTION OF SELLER, SHALL BECOME IMMEDIATELY DUE AND PAYABLE. ALL SUMS PAYABLE PURSUANT TO THIS CONTRACT ARE PAYABLE WITH ACCRUED INTEREST AND WITH ATTORNEY FEES, WITHOUT RELIEF FROM VALUATION OR APPRAISEMENT LAWS. THE FAILURE OR OMISSION OF SELLER TO ENFORCE HIS RIGHTS UPON ANY BREACH OF ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT SHALL NOT BAR OR ABRIDGE HIS RIGHTS UPON ANY SUBSEQUENT DEFAULT. FAILURE OF THE SELLER TO EXERCISE ANY OPTION HEREUNDER AT THE TIME OF ANY DEFAULT SHALL NOT OPERATE AS A WAIVER OF THE RIGHTS OF THE SELLER TO EXERCISE SUCH OPTION FOR THE SAME ON ANY SUBSEQUENT DEFAULT AT ANY TIME THEREAFTER. THIS PARAGRAPH SHALL NOT DEPRIVE THE SELLER OF ANY ADDITIONAL LEGAL RIGHTS WHICH THEY MAY HAVE UPON DEFAULT BY THE PURCHASER AND THE SELLER EXPRESSLY RESERVES THE RIGHT TO ASSERT ANY ADDITIONAL LEGAL RIGHTS IT MAY HAVE UPON DEFAULT OF PURCHASER. AND, ALL OF THE MONEY THEREFORE PAID BY THE PURCHASER TO THE SELLER SHALL BE RETAINED BY THE SELLER AS LIQUIDATION OF DAMAGES SUSTAINED BY SELLER AND AS RENTAL FOR THE USE AND OCCUPATION OF SAID REAL ESTATE.

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