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Arthur C. Krumm
3500 Rawdon Rd St
Nauvoo, Illinois 60588

INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE
AND
CONCRETE-MIXING MACHINERY THEREON.

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THIS AGREEMENT MADE AND ENTERED INTO: this 16th day of February,
1981, by and between:

ARTHUR C. KRUMM and GRETNA KRUMM,
HUSBAND AND WIFE,

of COOK COUNTY, ILLINOIS, as PARTIES OF THE FIRST PART, hereinafter called
the "SELLERS", and

S. F. C., INCORPORATED,
AN INDIANA CORPORATION,

with principal offices at LOWELL, LAKE COUNTY, INDIANA, as PARTY OF THE SECOND
PART, hereinafter called the "BUYER",

STATE OF ILLINOIS
CLERK OF COUNTY
RECORDS
FEB 20 1 18 PM '81
WILLIAM BIELSKI JR
RECORDER

WITNESSETH:

1. THAT WHEREAS, if said BUYER shall make the payments and perform the covenants hereinafter mentioned on its part to be made and performed, the said SELLERS HEREBY COVENANT AND AGREE TO CONVEY TO SAID BUYER, in fee simple, the full and entire undivided interest to the real estate and the improvements and machinery located thereon, by a good and sufficient WARRANTY DEED on the date that the last payment due hereunder is paid, free and clear of all encumbrances, except for taxes for the entire year 1981, payable in 1982, and thereafter, and except for liens and encumbrances attaching to said premises which are not due to the acts of said SELLERS, and subject to all easements, building lines, restrictions, zoning laws and ordinances, legal highways and alleys upon or across said premises, if any.

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2. DESCRIPTION OF PROPERTY: The REAL ESTATE and IMPROVEMENTS located thereon, covered by this agreement, are described as follows, to-wit:

Parts of Lot two (2) and Lot three (3) in Hartview Addition in the Town of Schererville, in Lake County, Indiana, as per plat recorded in Plat Book 34, at page 66, in the Recorder's office of Lake County, Indiana, which parcel is described as follows, to-wit: Beginning at a point on the North line of said lot two (2), which is 160 feet East of the Northwest corner of said Lot three (3), and from said point of beginning South at right angles 97.33 feet; thence Southwesterly 45.01 feet, more or less, to a point on the Southwesterly line of said Lot three (3), which point is 175 feet Southeasterly of the Northwest corner of said Lot three (3); thence Southeasterly along said line of said Lot three (3) and the extension thereof a distance of approximately 415.33 feet to the East line of Lot two (2); thence North at right angles to the North line of said Lot 2 a distance of approximately 417.79 feet to the North line of said Lot two (2), thence West along the North line of said Lot two (2) a distance of approximately 257.06 feet, to the point of beginning.

This contract and the consideration therefor also includes the ready-mix concrete machinery attached to this site.

3. DELIVERY OF TITLE POLICY: Within twenty (20) days after execution of this contract, the SELLERS shall at their expense, evidence title to said real estate, by an OWNERS TITLE POLICY in the amount of \$72,500.00, brought down to approximately said date, showing merchantable title in Sellers, in such form that is acceptable to Buyer. The Sellers shall not again be required to furnish a title policy on the premises.

4. PURCHASE PRICE AND TERMS OF PAYMENT: The BUYER hereby covenants and agrees to pay to the SELLERS, the sum of SEVENTY-TWO THOUSAND FIVE HUNDRED (\$72,500.00) DOLLARS, without relief from valuation and appraisal laws, and with reasonable attorney's fees after default, together with interest at the rate of nine (9%) per cent per annum, from March 1st, 1981, upon the balance of the purchase price remaining due from time to time, such purchase price to be paid in the following manner, to-wit:

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The sum of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS to be paid by the date of this agreement, receipt of which is hereby acknowledged. The BALANCE in the amount of SEVENTY THOUSAND (\$70,000.00) DOLLARS, shall be paid in MONTHLY INSTALLMENTS for the first five (5) years and a balloon payment of the balance at the beginning of the sixth (6th) year, as follows:

The sum of EIGHT HUNDRED (\$800.00) DOLLARS each month, or more, including interest at the rate of nine (9%) per cent per annum from MARCH 1st, 1981 on the unpaid balance of this contract, beginning on: the 31st day of MARCH, 1981, and continuing on the last day of each calendar month thereafter, until the 28th day of FEBRUARY, 1986. On MARCH 1st, 1986, the entire unpaid balance due hereunder, together with accrued interest, shall be paid in full as a balloon payment.

Said MONTHLY INSTALLMENTS are to be applied FIRST to the INTEREST due hereunder, and the BALANCE upon the PRINCIPAL SUM hereof. Such installments shall be payable at the FIRST BANK OF WHITING, (Highland or Dyer Branch), for the account of the Sellers, or to such agent, or at such other place as may be designated by Sellers from time to time.

BUYER may make pre-payments at any time and in any amounts without premium.

In addition to said MONTHLY PAYMENTS, BUYER shall pay all TAXES and INSURANCE PREMIUMS as they become due, except that taxes for the year 1980, payable in 1981, shall be paid by SELLERS.

5. POSSESSION: POSSESSION of the above described premises shall be delivered to BUYER upon execution of this contract. BUYER will accept the responsibility for settling the culvert situation with the adjoining owner.

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6. PRO-RATION OF TAXES AND TAX OBLIGATION: The SELLERS agree to pay in full the taxes on said real estate and improvements for the year 1980, payable in 1981. BUYER agrees to pay taxes for the entire year 1981, payable in 1982 and thereafter, and that each year as taxes are paid by it, the BUYER will exhibit the tax receipts on the above premises to SELLERS.

7. INSURANCE LIABILITY: The said BUYER covenants and agrees to carry at its expense appropriate hazard insurance, yard liability insurance, public liability insurance sufficient to protect both BUYER and SELLERS, and the usual Contractors' and Manufacturers' insurance, in reputable companies acceptable to the Sellers, and said Buyer agrees to pay the premiums on said insurance as they become due and to exhibit receipts to Sellers. It is agreed that Sellers shall have custody of the insurance documents during the period this contract is in force and effect. Sellers further agree that they will assign to Buyer, without charge, all current insurance policies on the aforesaid premises.

8. GENERAL AGREEMENTS:

(A) It is further agreed by the BUYER that it is well acquainted with the condition of the improvements now located on said real estate, and will accept the same in their present condition; and the BUYER covenants and agrees that it will not at any time commit any waste upon said premises, nor permit any waste to be committed upon said premises; that it will keep the property, building and machinery in good physical and mechanical condition; and that it will use the premises in a proper manner and not for any illegal purposes, and will comply with all Federal, State and Local laws, ordinances, regulations, and will also comply with licensing, permit, and taxation requirements as to business, property, equipment and apparatus.

(B) The Buyer further covenants and agrees that any alterations and improvements or changes made on or about said premises will be made only after receiving the approval and consent of the SELLERS and that said alterations and improvements shall be at the sole expense of the BUYER, and that the BUYER will not permit any mechanic's liens to attach to said property.

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(C) It is further covenanted and agreed by and between the parties hereto that the SELLERS shall have the right to inspect the premises and the improvements located thereon at reasonable hours and at reasonable intervals.

9. DEFAULT PROVISIONS:

(A) It is further covenanted and agreed by and between the parties hereto that title to all of the above described property shall be and remain in the Sellers until the full payment of the purchase price and accruing interest, taxes and insurance premiums have been made; and that in the event of a breach of any of the aforesaid covenants by the Buyer, or the failure of the said Buyer to make either of the payments, or any part thereof, at any time and in the manner specified, this contract may thereupon, at the option of the Sellers, and upon written notice to the Buyer, be subject to foreclosure under the Statutes of the State of Indiana (I. C. 32-8-16-1 to 9) and under the provisions of the Trial Court Rule 69 (C).

(B) It is further mutually covenanted and agreed by and between the parties hereto that time is of the essence in this contract and upon a breach of any of the aforesaid covenants and agreements by the said Buyer, the whole of said purchase money, including all interest thereon, and all advancements made according to the provisions hereof, at the option of the Sellers, or their heirs, successors or assigns, shall, without notice, become due and payable, and with interest thereon, from the time of such breach, at ten (10%) per cent per annum, together with reasonable attorney's fees, shall be recoverable by foreclosure thereof, as aforesaid; and upon the filing of any suit to foreclose this contract, at any time, a Receiver may be at once applied for, and appointed to take charge of said real estate and improvements, and other property, and collect the income therefrom; and the same, less receivership expenses, including repairs, insurance premiums, taxes, assessments and fees, shall be paid to the Sellers, or their heirs, successors, or assigns, upon the amount of the unpaid purchase price due

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hereunder; and that in the event of any such foreclosure, all expenditures and disbursements paid or incurred on behalf of Sellers, in connection with such foreclosure, including reasonable attorney's fees, outlays for evidence, abstracts of title, and other expenses of such foreclosure, shall be paid by said Buyer and such expenditures and disbursements shall be additional charges upon said premises and included in the amounts due under the terms of this contract.

10. ADDITIONAL PROVISIONS:

(A) The BUYER agrees that it cannot assign this contract without the written consent of the SELLERS.

(B) It is further covenanted and agreed by and between the parties hereto that time is of the essence of this contract and that no waiver by the Sellers of a breach of any of the terms or conditions hereof shall be a waiver of any other or subsequent breach of the same, or any other terms and conditions of this agreement; and this agreement shall be binding on the heirs, devisees, personal representatives, grantees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals, on this, the day and year first hereinabove written.

Arthur C. Krumm (SEAL)
(ARTHUR C. KRUMM)

Gretina Krumm (SEAL)
(GRETINA KRUMM)

(PARTIES OF THE FIRST PART - - SELLERS)

S. T. C., INCORPORATED.
(AN ILLINOIS CORPORATION)

BY: Martin Beenes
(MARTIN BEENES) - ITS PRESIDENT.

John O. Young

ATTEST: Sandra Beenes
(SANDRA BEENES) - ITS SECRETARY.

(PARTY OF THE SECOND PART - - BUYER)

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STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, DO HEREBY CERTIFY that: ARTHUR C. KRUMM and GREINA KRUMM, HUSBAND AND WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, on this, the 16th day of FEBRUARY, 1981.

My Commission Expires:
10-29-83

Lucy B. Brennan (NOTARY PUBLIC)
(The COUNTY of my residence is: Cook)

STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, DO HEREBY CERTIFY that: MARTIN HERNES and SANDRA HERNES, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and by me known to be the PRESIDENT and SECRETARY respectively of: S. I. C. INCORPORATED (AN INDIANA CORPORATION), appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument for and on behalf of said Corporation, as they are so authorized to do, and acknowledged the execution to be their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial seal, on this, the 16th day of FEBRUARY, 1981.

My Commission Expires:
10-29-83

Lucy B. Brennan (NOTARY PUBLIC)
(The COUNTY of my residence is: Cook)

(This document prepared by:
Arnold G. Huestner, attorney)