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*G & M Inc Realtors*  
730 1 Blvd  
MUN 46410

CONDITIONAL SALES CONTRACT  
(LAND CONTRACT)  
(CONTRACT FOR DEED)

THIS AGREEMENT made and entered into by and between MABEL DEMMON  
AND JEAN W. YAROS  
hereinafter referred to as the seller, and ENVIRONMENTAL SERVICE  
ENGINEERS INC.

hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the seller hereby covenants and agrees to convey and assure to buyer, who hereby agrees to purchase in fee simple, clear of any encumbrances whatsoever except as hereinafter expressed, by good and sufficient deed of general

warranty the real estate situated in the County of LAKE, State of Indiana, known as 6 WEST 73RD AVENUE MERRILLVILLE, IN. and more particularly described as follows, to-wit:

SEE Schedule of Real Estate, attached hereto as Exhibit "A"

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MAR 29 11 11 AM '81  
WILLIAM RIELSKU  
RECORDER

Subject to any and all conditions, utility easements, highways, rights of way, and other restrictions and limitations of record affecting said real estate.

As purchase price of said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of THIRTY-FIVE THOUSAND Dollars (\$35,000.00) without any relief from valuation or appraisal laws of the State of Indiana, with attorney's fees, in the following manner, to-wit:

The sum of FIFTEEN THOUSAND Dollars (\$15,000.00) cash in hand at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged. The sum of SIX THOUSAND FOUR HUNDRED Dollars (\$6,400.00) shall be paid on February 28, 1982.

The sum of FIVE THOUSAND NINE HUNDRED TWENTY Dollars (\$5,920.00) shall be paid on February 28, 1983.

The sum of FIVE THOUSAND FOUR HUNDRED FORTY Dollars (\$5,440.00) shall be paid on February 28, 1984.

The sum of FOUR THOUSAND NINE HUNDRED SIXTY Dollars (\$4,960.00) shall be paid on February 28, 1985.

The sum of FOUR THOUSAND FOUR HUNDRED EIGHTY Dollars (\$4,480.00) shall be paid on February 28, 1986.

Contract balance will be paid in full on FEBRUARY 28, 1986. The first payment shall be made on the 28TH day of FEBRUARY, 1982, at COMMERCIAL BANK 115 S. COURT in the City of CROWN POINT, Indiana, or at such other place as seller shall designate, from time, in writing.

It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of TWELVE per cent (12%) per annum.

Buyer may prepay any payment or payments in addition to the regular payment at any time without penalty. Interest shall commence at the date of execution of this contract.

It is further understood and agreed between the parties hereto as follows: Taxes shall be prorated to the date of closing, and the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable MAY, 1982 and all installments due and payable thereafter, and all assessments for municipal and other improvements completed after date of this contract, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured under fire and extended coverage and public liability, said insurance to be carried in responsible companies to be approved by the seller in a sum not less than the balance due on this contract. A copy of all policies to be delivered to and retained by seller during the continuance of this contract.

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That possession of said real estate shall be given the buyer on or before 30 DAYS subject to the rights of the tenant in possession, AFTER CLOSING and shall continue so long as the buyer shall punctually pay the installments of the purchase price above provided and shall comply with all the other terms and conditions of this agreement; but the title and ownership of said real estate shall remain in the seller or his assigns and no right, title or interest in said real estate, either legal or equitable shall pass by virtue of this agreement, until said purchase price shall have been fully paid and all the terms and conditions of this agreement fully complied with.

~~\_\_\_\_\_~~ in the form of a contract purchasers commitment in the amount of the purchase price  
Satisfactory Evidence of title, ~~\_\_\_\_\_~~ (was) furnished by seller at time of execution of this instrument., and Buyer shall be responsible for any further evidence of title.

That the buyer's interest in this contract shall not be sold, assigned, nor otherwise transferred, nor any interest therein nor in said real estate, alienated or leased; nor said real estate occupied by others, without the written consent of the seller, which consent shall not be unreasonably withheld. Buyer has the right to remodel and upgrade the building at his own expense, to meet his needs, with the prior written approval of the seller. No mechanics Liens may be placed against this property during the term of this contract.

That the buyer shall use said premises well and keep same in good repair, at expense of the buyer, and shall not commit waste thereon, and in the event of any breach and reentry by the seller, shall deliver up premises to seller in as good condition as same are now in or may be put in, ordinary wear and tear, ordinances and acts of God excepted. Buyer shall at all times use and maintain said premises in accordance with the laws, ordinances and regulations of the United States of America, the State of Indiana, and the Town of MERRILLVILLE. The seller shall have the right at any reasonable time to enter upon and in said premises for the purpose of inspecting same.

In the event said real estate, or any portion thereof, shall be taken by public authority by virtue of condemnation proceedings, any award therefor, but only to the extent that the same does not exceed the unpaid balance due hereunder, shall be paid directly to seller, and forthwith credited to the then unpaid principal balance due hereunder. Such credit, however, shall not serve to postpone any monthly payments thereafter due and payable under the terms hereof, but such credit shall serve to stop the accrual of interest thereon.

That as a part of the consideration, buyer expressly assumes all risk and responsibility for any accident, injury or damage to persons or property as to himself or others, in or almost said premises and agrees to hold seller harmless from all liability therefrom, as of the date of closing.

That if any taxes, assessments or insurance premium be not paid when due, or if any installment of the purchase price or interest thereon, shall become delinquent for a period of Thirty days, or if the buyer shall fail to observe or perform any other conditions or terms of this agreement, the seller may at his option cancel this agreement, take immediate possession of said real estate and remove the buyer 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 theretofore made by the buyer shall be retained by the seller not as a penalty, but as liquidated damages for the breach of this agreement and in such event all rights and demands of the buyer shall cease and terminate and the buyer shall have no further right, title, interest or claim of any kind or character in or to the real estate described herein, or the legal or equitable title thereto or any of the benefits provided, under the terms of this agreement. Failure or delay of the seller to exercise any option hereunder at the time of any default shall not operate as a waiver of the right of the seller to exercise such option for the same or any subsequent default at any time thereafter. Provided however, seller and buyer hereby expressly acknowledge and agree that the Indiana case law concerning sellers duty to foreclose upon there interest in a land installment contract shall be applicable to the terms and provisions of this contract.

Before the Seller shall take any legal action to cancel this contract, he shall first serve on the buyers Written Notice of the Default complained of and the Buyers shall have Thirty (30) days from the posting or servicing of said notice to correct said Default.

Buyers agree to pay the reasonable expense of preparation and delivery of any notice of default, including Attorney's Fees if incurred, and further, should litigation arise as a result of sellers wrongful acts or omissions, seller agrees to pay all costs incurred, including reasonable Attorney's Fees.

If any payment agreed to be paid by the Buyers is more than Ten (10) days late, a late charge equal to five per cent (5%) of that payment shall be paid by the Buyers to the Sellers.



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STATE OF INDIANA )  
                          SS:  
COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and State, personally appeared the within named RONALD HASARA and MARIAN HASARA, and acknowledged the execution of the foregoing Unconditional Guarantee to be their free and voluntary act, and deed.

Dated this 28<sup>th</sup> day of February, 1981.

*Robert M. Biggers*

My Commission Expires: 11-1-83

This Document prepared by Larry Rogers

NOTARY PUBLIC STATE OF INDIANA

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All that part of School Lot 1 of 5 acre lots in the Northeast quarter of Section 16, Township 35 North, Range 8 West of the 2nd Principal Meridian, lying Southwesterly of the Southwesterly right-of-way line of the C. and O. Railroad and North of State Road 330, excepting therefrom the following described parcels: Beginning at the point of intersection of the North line of Old Lincoln Highway (now known as State Road 330) with the Southwesterly right-of-way line of the C. and O. Railroad; thence West along the North line of said Highway, 120 feet; thence North at right angles to said highway to the Southwesterly right-of-way of said railroad; thence Southeasterly along said Southwesterly right-of-way line to the place of beginning; and also excepting therefrom the West 111.79 feet of said part of School Lot 1, all in Ross Township, Lake County, Indiana.

Schedule of Real Estate  
Exhibit "A".