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2573 Littonville
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REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 26 day of October, 1970, by and between LAWRENCE E. GOVERT and DOLORES GOVERT, husband and wife, hereinafter known as the first parties, and ERNEST D. JOHNSON and PATRICIA J. JOHNSON, husband and wife, hereinafter known as the second parties.

WITNESSETH:

That the first parties, in consideration of the money to be paid and the covenants as herein expressed to be performed and fulfilled by the second parties, hereby agree upon the making of such payments and the performance of said covenants to sell to said second parties the real estate hereinafter described, situated in Lake County, Indiana, to-wit:

Lot Fifty-eight (58), Block Two (2), Garden Acres, in Plat Book 23, Page 26, in Calumet Township, Lake County, Gary, Indiana.

And the second parties, in consideration thereof, hereby agree to purchase said real estate and to pay the first parties therefor the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), with interest at the rate of 8% per annum, at the time and in the manner following, to-wit: \$1,000.00 in cash, the receipt of which is hereby acknowledged, and the balance of \$11,500.00 shall be made in monthly payments of \$103.31 per month, including interest at the rate of 8% per annum, on the unpaid balance as the same, from time to time, appears due. The first monthly payment, with interest, shall be made on the first day of December, 1970 and a like sum, with interest as aforesaid, on the same day of each succeeding month until the entire purchase price, with interest, has been fully paid. The second parties agree to pay said entire sum without relief from valuation and appraisal laws and with reasonable attorney fees, in case of non-payment.

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WILLIAM BIELSKI JR
RECORDER
CLERK OF SUPERIOR COURT
LAKE COUNTY INDIANA

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The second parties shall have the right to pay the entire unpaid balance of the purchase price or to make multiple payments.

The second parties shall have a grace period of ten (10) days in which to make such monthly payments.

It is understood that any acceptance by the first parties of payments made after the same become due or after the grace period, shall not operate as an extension of time for other payments hereunder and shall, in no manner, alter the terms and conditions hereof.

The second parties shall have the right of possession of said real estate on November 1, 1970, subject to the rights of any tenants occupying the same, which right to possession shall continue unless they default under the terms hereof. Risk of loss until November 1, 1970 shall be the obligation of the first parties.

The second parties may make such repairs or improvements in the building upon said real estate as the parties may mutually agree upon from time to time; said second parties further covenant and agree that they will keep the improvements located on said real estate in as good a state of repair or better, as they now are; that they will comply and abide by all laws of the Federal, State and Municipal Governments and the rules and regulations of any administrative board or body thereof; that the first parties are privileged to inspect said premises during the term of this contract at all reasonable times; that the second parties shall not permit or allow any Mechanic's Lien or other liens to be placed against the said property that might prejudice the first parties' rights therein, nor will they sell or assign this contract or any interest in said real estate, nor will they rent or permit the house on the front of the lot to be occupied

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their nominee by Warranty Deed, the above and foregoing real estate, subject to all taxes, easements and recorded restrictions, Municipal and zoning ordinances, if any, and other conditions herein provided, and shall furnish the second parties with title insurance in the amount of the purchase price at the time the conveyance is made, showing merchantable title in the first parties, at their own cost and expense, except that the cost of later day search shall be paid by the second parties. Reasonable time shall be given the first parties to correct any defects, if any, in the title to said real estate.

Provided always that these presents are upon the condition that in case of the failure of the second parties to make the payments required to be made, as herein provided, or in the performance of all or either of the covenants and promises on their part to be performed, the interest of the second parties in and to said real estate shall cease without notice (notice thereof is expressly waived by the second parties) and this contract shall, at the option of the first parties, become and is hereby made a Lease of said real estate from the first parties to the second parties and the payments herein specified for shall be and are hereby made a rental for said premises for the several terms between the times of said payments and the first parties shall have the right to take possession thereof, and to regard the person or persons in possession as tenants holding over unlawfully and without permission and to recover all damages sustained by such holding over without permission or by reason of any waste committed or suffered on said real estate, and the first parties shall retain all monies which may have been paid by the second parties as rent for the use of said property by the second parties until the time of such default.

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Such remedy, however, is not exclusive but shall be cumulative and upon the default of the second parties of any of the terms and covenants herein, the first parties may, at their option, without notice to the second parties, exercise the aforesaid remedy or any other remedy that may be provided by law or equity, contemporaneously or otherwise, including but not limited to the appointment of a Receiver for such premises and their election to enforce any one remedy, whether provided for herein or by law, shall not abridge their right to institute legal proceedings to enforce any other legal or equitable right or remedy. In the event the first parties are required to institute legal proceedings for or because of any breach hereunder, the second parties shall pay the first parties reasonable attorney fees incurred in such proceeding, together with all court costs and expense incurred in any such proceeding or proceedings.

If any one or more of the provisions herein contained or the application thereof to any party or circumstance is invalid, such invalidity shall not affect the other provisions hereof or their application which can be given without the invalid provision or application and to this end the provisions of this agreement are declared to be severable.

It is further agreed and understood between the parties hereto that the terms and conditions hereof shall inure to and be binding upon the parties, their heirs and legal representatives and that time is the essence of this contract.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 26 day of October, 1970.

Lawrence E. Govert
Lawrence E. Govert

Dolores Govert
Dolores Govert

Parties of the First Part

Ernest D. Johnson
Ernest D. Johnson

Patricia J. Johnson
Patricia J. Johnson

Parties of the Second Part