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REAL ESTATE CONTRACT

*Don L. Wittaker
General Delivery
Green Lake P.O. Branch
Gary, Ind. 46409*

THIS AGREEMENT made and entered into this 18th day of June, 1978, by and between MARKO BREZANIN, surviving widower of Ida Brezanin, deceased, hereinafter referred to as Seller, and FIRST NATIONAL BANK, Valparaiso, Indiana, as Trustee under a certain trust agreement dated May 5, 1976, hereinafter referred to as Purchaser,

WITNESSETH: That Seller does hereby sell and agree to convey and Purchaser does hereby purchase the following described real estate in Lake County, Indiana, to-wit:

Lots Eleven (11) and Twelve (12) in Block One (1) in Grandview Addition to the City of Hobart, Lake County, Indiana;

subject to the following covenants, terms and conditions:

1. As purchase price for said real estate, Purchaser hereby agrees to pay to Seller and Seller agrees to accept from Purchaser the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), payable as follows:
 - A. The sum of Five Hundred Dollars (\$500.00) was paid by Purchaser to Seller as of the date of the execution of this agreement, and the receipt of such amount is hereby acknowledged by Seller
 - B. The sum of Seventy-Five Dollars (\$75.00) ~~plus interest~~ shall be paid by Purchasers to Seller on the 18th day of June, 1978, and a like sum plus interest on the 18th day of each and every month thereafter until said principal shall be paid in full.
 - C. The parties hereto agree that the unpaid balance hereunder shall not bear interest.
 - D. All payments to be made hereunder shall be payable without relief from valuation and appraisal laws and with attorney fees in event of default at Seller's residence at 4105 West 41st Street, Gary, Indiana.
2. Purchaser shall be entitled to possession of said real estate as of the execution of this agreement.
3. Taxes on said premises shall be pro-rated as of the date of the execution of this agreement.
4. Purchaser shall procure insurance on said premises against loss by fire and the hazards covered by extended coverage insurance and shall keep said premises so insured in an amount not less than the full insurable value thereof and shall pay the premiums thereon promptly as the same become due. Said insurance shall be written to cover the interests of the parties hereto as they appear and the policies shall be delivered to and held by Seller.

D.L.W. M.R.B.

STATE OF INDIANA: NO
LAKE COUNTY
FILED FOR RECORD
APR 29 3 19 PM '81
WILLIAM BIELSKI JR.
RECORDER

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5. Purchaser shall use said premises in a careful and proper manner and shall commit no waste thereon or damage thereto. It shall not sell nor remove any of the improvements on said premises and shall make no changes or alterations thereto that would lessen the value thereof. It shall keep said premises in proper repair and tenantable condition. It shall not sell nor assign this contract or any interest therein without the written consent of Seller. It shall not cause or permit said premises to go into receivership or bankruptcy; and in the event of termination of this contract by default, it shall deliver possession of said premises to Seller in as good condition as the same now are or may be placed, ordinary wear and tear excepted.

6. Seller agrees to furnish to Purchaser an abstract of title brought down to date or a policy of title insurance in the amount of the purchase price hereunder, at Sellers' option. Said abstract or preliminary letter shall show marketable title in the Seller and shall be furnished to Purchaser as soon as the same can be obtained after the execution of this agreement. Purchaser shall have a reasonable time to examine the evidence of title submitted and any objections thereto shall be submitted to Seller in writing within fifteen (15) days after delivery of said evidence or said title shall be presumed acceptable. Seller shall have a reasonable time to cure any defects.

7. Concurrently with the execution of this agreement, Seller has executed a warranty deed conveying said premises to Purchaser free and clear of all liens and encumbrances except as herein set out, which warranty deed was delivered to First National Bank of Valparaiso, Hebron Office, Hebron, Indiana to be held in escrow pursuant to the terms and conditions of a certain escrow agreement of even date herewith, which escrow agreement is attached hereto, made a part hereof, and labelled "Exhibit A".

8. In the event Purchaser shall default in any of the payments to be made hereunder or shall fail to perform any of the covenants contained herein, Seller may, at his option, give notice of his intention to terminate this contract by U.S. certified mail addressed to said Purchaser at Hebron Office, First National Bank of Valparaiso, Hebron, Indiana 46341. Proof of the posting of such notice shall be sufficient proof of notice hereunder, and time shall commence to run from the date of such posting. If Purchaser shall fail to bring said contract into good standing before the expiration of thirty (30) days from the date of the posting of such notice, then Seller shall have all remedies provided by law for the enforcement of this agreement and the terms hereof including but not limited to the retention by Seller of any sums paid by Purchaser and/or improvements to said premises. Failure on the part of Seller to exercise his option to terminate upon default shall not bar or abridge his right so to do upon any subsequent default.

9. This agreement shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their signatures on the day and year first above written.

Marko Brezanin
Marko Brezanin SELLER
FIRST NATIONAL BANK, VALPARAISO, INDIANA

By: Paul Dickinson
Senior Vice-President PURCHASER

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ESCROW AGREEMENT

Hebron, Indiana

First National Bank of Valparaiso
Hebron Office
Hebron, Indiana 46341

Gentlemen:

The undersigned hands you herewith a warranty deed conveying property owned by him and described as follows:

Lots Eleven (11) and Twelve (12) in Block
One (1) in Grandview Addition to the City
of Hobart, Lake County, Indiana;

to First National Bank of Valparaiso, Indiana, as Trustee under the terms of a certain trust agreement dated May 5, 1976 (hereinafter referred to as Purchaser), together with a copy of a contract entered into by said parties, and the undersigned for a sale thereof.

You are to hold this deed in escrow and deliver the same to said Purchaser upon his paying the balance due under said contract or furnishing evidence to you that said balance has been paid.

In event of default by Purchaser, you are to return this deed to the undersigned.

Dated at Hebron, Indiana, this 18th day of June, 1978.

Marko Brezanin
Marko Brezanin

Mary Beres
Signature of Witness

This will acknowledge receipt of the deed and copy of the contract hereinabove set forth, which we agree to hold in escrow pursuant to the above terms.

First National Bank of Valparaiso,
Indiana, Hebron Office

By: Rolland McFarley, Vice Pres

"EXHIBIT A"