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**CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE**

THIS CONTRACT, made and entered into by and between THOMAS H. CLEAVENGER,

Administrator of the Estate of Lurline App Smith (hereinafter called "Seller") and SAMUEL J. MILITARY, JR., and MARY GRACE MILITARY, his wife, tenants by the entireties, as to an undivided 1/2 interest and EDWARD J. SMOSNA and JOHN S. SMOSNA (hereinafter called "Buyer"), as to an undivided 1/2 interest

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter

located on it) in Munster, Lake County Indiana. (such real estate, including improvements, being hereinafter called the "Real Estate"):

Part of Lot 1 in Arie Jabaay's Subdivision, in the Town of Munster, as per plat thereof, recorded in Plat Book 2 page 42, in the Office of the Recorder of Lake County, Indiana, being the West 50 feet of the following described part of Lot 1, to-wit: Beginning at a point in the center line of Ridge Road 90 feet Southeasterly from the intersection of said road and the East line of Hohman Street as established June 1, 1910; thence North and parallel to the East line of said Hohman Street and along the East line of Lot 42 in Hollywood Manor as recorded in Plat Book 19 page 26, a distance of 170 feet; thence East at right angles 214.1 feet to the East line of said Lot, thence South along the East line of said Lot 1, 205.93 feet to the Southeast corner thereof; being the center line of Ridge Road; thence Northwesterly along the center line of said road 215.41 feet to the place of beginning.

SUBJECT TO: Real estate taxes for 1980 payable in 1981 and all subsequent years; covenants, conditions and restrictions of record; leases and tenants in possession. Purchaser takes subject to a certain Federal Tax Lien decreed December 10, 1973, in Cause No. 4237 in the U. S. District Court for the Northern Division of Indiana, Hammond Division, for the amount of the net proceeds of the sale herein, which Purchaser agrees to pay as and when due.

upon the following covenants, terms and conditions:

WILLIAM BIESKI, JR.  
RECORDER  
JUN 9 3 33 PM '81

**The Purchase Price and Manner of Payment**

1. The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of FORTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 Dollars (\$ 44,875.00).

2. The Manner of Payment. The purchase price shall be paid in the following manner:

(a) The sum of EIGHT THOUSAND EIGHTY-SEVEN AND 82/100 Dollars (\$ 8,087.82)

was paid by Buyer to Seller at the time of the execution and delivery of this contract, and the receipt of such sum is hereby acknowledged by Seller.

(b) ~~The~~ The balance of \$36,787.18 to be paid in monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

~~beginning~~ beginning July 1 1981 and on the same date of each month thereafter, until the remainder of the purchase price, with interest as herein provided, has been paid in full. \* See paragraph XI for terms of balloon payment.

(c) The unpaid balance of the purchase price shall bear interest at the rate of 11% per annum, such interest to be computed monthly in advance, on \_\_\_\_\_ upon the principal sum unpaid at the beginning of such period. The amount of interest so found due shall be deducted from the amount of aggregate payments made during the succeeding period and the balance of the aggregate of such payments shall be credited against the principal.

(d) All payments due hereunder shall be made to Internal Revenue Service or at such other place as Seller shall designate in writing.

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**Prepayment of the Purchase Price**

Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

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## VII

### Assignment of Contract

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller; provided, however, that any such consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability hereon.

## VIII

### Use of the Real Estate by Buyer, Seller's Right to Inspection and Buyer's Responsibility for Injuries

1. Use. The Real Estate may ----- be rented, leased, or occupied by persons other than Buyer. Buyer may make alterations, changes and make additional improvements (including ~~improvements~~) without the written consent of Seller having first been obtained. Buyer shall use the Real Estate carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, and of the City and County where the Real Estate is situated. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the Real Estate to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. Seller's Right of Inspection. Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

3. Buyer's Responsibility for Accidents. As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate.

## IX

### Seller's Remedies on Buyer's Default

Time shall be of the essence of this contract.

If Buyer fails, neglects or refuses to make any payment under this contract when due or to perform any of Buyer's covenants, terms and conditions when and as required under this contract:

(1) Seller shall have the right to declare this contract forfeited and terminated, and upon such a declaration, all right, title and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to evict Buyer and all persons claiming under him;

(2) Separately or in conjunction with his right under item (1) above, as Seller may elect, Seller shall have the right to file in a court of competent jurisdiction an action to have this contract forfeited and terminated and to recover from Buyer all or any of the following:

(a) possession of the Real Estate;

(b) any installments due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;

(c) interest on the principal from the last date to which interest was paid until judgment or possession is recovered by Seller whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under item (2) (b) above;

(d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this contract;

(e) premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this contract;

(f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear, acts of God and public authorities;

(g) any other amounts (other than payment of the purchase price) which Buyer is obligated to pay under this contract.

(3) In addition to any other remedy under this contract, Seller shall have such other remedies as are available at law or in equity.

(4) In any case Seller shall have the right to retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy, under this contract) all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations, in each case made or received under this contract.

(5) Seller shall have the right to file in a court of competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Buyer under this contract shall, at the option of Seller, become immediately due and payable) and interest on such unpaid balance until such unpaid balance is paid, together with any taxes, assessments, charges, penalties and insurance premiums paid by Seller under this contract and interest on such amounts until they are paid, unless such amounts (and interest on them) have been added to principal under this contract.

The exercise or attempted exercise by Seller of any right or remedy available under this contract shall not preclude Seller from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and in addition to any other right or remedy available under this contract.

In any judicial proceeding to enforce this contract Buyer specifically waives, to the extent he lawfully may do, his right, if any, to a hearing preliminary to a judicial order for immediate possession of the Real Estate to be granted to Seller under applicable law.

All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisal laws. In addition to any other sum payable by Buyer under this contract, Buyer shall pay any reasonable expense, including attorneys' fees, incurred by Seller in connection with the exercise of any right or remedy under this contract, and the preparation and delivery of notice.

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The failure or omission of Seller to enforce any of his right or remedies upon any breach of any of the covenants, terms or conditions of this contract shall not bar or abridge any of his rights or remedies upon any subsequent default.

Before Seller shall pursue any of his rights or remedies under this Article IX, he shall first give Buyer written notice of the default complained of and Buyer shall have 30 days from the posting of such notice to correct any default; provided, however 30 days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer under this contract.

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General Agreements of Parties

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box postage prepaid.

Unless the rate of interest is otherwise specifically stated, interest provided by this contract shall be computed at the rate set forth in paragraph 2 of Article I of this contract or if no rate is there set forth at the rate of 1 1/8 per annum.

XI

Additional Covenants

- 1. Notwithstanding the provisions contained in paragraph I above, Buyer agrees to pay the full balance due on this contract five (5) years from the date of closing herein, namely, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.
- 2. A signed Administrator's Deed approved by the Court has been placed in escrow pending Buyer's full performance herein.

In WITNESS WHEREOF the Seller and Buyer have executed this instrument in duplicate on this

30th day of May 1981

Edward J. Smosna  
EDWARD J. SMOSNA  
Samuel Military, Jr.  
SAMUEL MILITARY, JR. BUYER

Mary Grace Military  
MARY GRACE MILITARY  
Thomas H. Cleavenger  
THOMAS H. CLEAVENGER, Administrator  
of the Estate of Lurline App Smith,  
Deceased SELLER

STATE OF INDIANA  
COUNTY OF LAKE

John S. Smosna  
SS: JOHN S. SMOSNA

Before me, a Notary Public in and for said County and State, on this 30th day of May 1981 personally appeared THOMAS H. CLEAVENGER, Administrator of the Estate of Lurline App Smith, Deceased and also appeared SAMUEL J. MILITARY, JR., and MARY GRACE MILITARY, his wife, and EDWARD J. SMOSNA and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Bebera J. Siew  
Notary Public  
My commission expires April 23, 1984 Residents of LAKE County

STATE OF INDIANA  
COUNTY OF

SS:

Before me, a Notary Public in and for said County and State, on this \_\_\_\_\_ personally appeared \_\_\_\_\_ and also appeared \_\_\_\_\_ and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires \_\_\_\_\_ Residents of \_\_\_\_\_ County

This instrument was prepared by LOWELL E. ENSLEN Attorney at Law.  
53 Muenich Court, Hammond, Indiana 46320.