

*Robert F. ...
Bull ...
... 16342*

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LAND CONTRACT

THIS CONTRACT, entered into by Greenwood Terrace, Incorporated, an
Indiana Corporation, 510 E. Third St., Hobart, Indiana 46342

(hereinafter referred to as "Vendor"), and: August G. Swoboda

311 Center Street, Hobart, Indiana 46342

(hereinafter referred to as "Purchaser"),

WITNESSETH THAT the parties agree as follows:

Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the follow-

ing described real estate located in Lake County, Indiana (hereinafter referred to as "Real Estate"): Part of Lots Forty-nine (49) and Fifty (50), as marked and laid down on the recorded plat of the Town of Hobart, described as follows: Commencing at a point on Center St., 1 ft. South of the Southwest corner of said Lot 50, and from thence running in an Easterly direction 132 ft. and parallel with Third St., to the East line of said Lot 49, from thence in a Northerly direction and parallel with Center St. 8 ft., and from thence in a Westerly direction and parallel with Third St. 44ft., from thence in a Northerly direction and parallel with Center St., 25 ft., from thence in a Westerly direction and parallel with Third St., 88ft., from thence in a Southerly direction 33 ft. to the place of beginning in the Town of Hobart, in Lake County, Indiana. Including all buildings thereon and apartments therein.

commonly known as: 311 Center Street, Hobart, Indiana 46342
upon the following covenants, terms and conditions:

1. Purchase Price and Manner of Payment.

a. Purchase Price. The purchase price for the Real Estate shall be the sum of

Ninety Thousand and No/100ths - - Dollars (\$ 90,000.00), without relief from valuation or appraisal laws and with attorney's fees if collection of the balance due hereunder is referred to an attorney after default.

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

(1) The sum of Ten Thousand and No/100ths - - - - - Dollars

(\$ 10,000.00) is paid at the time of the execution and delivery of this contract, receipt of such sum being hereby acknowledged by Vendor.

(2) The sum of One Thousand and No/100ths - - - - - Dollars

(\$ 1,000.00) shall be paid on April 15, 1981

and on the Fourth day of each calendar month thereafter until the remainder of said purchase price, with interest as herein provided, has been paid in full. Purchaser shall have the privilege of paying, at any time, any sum or sums in addition to the monthly payments herein required. The unpaid balance of the purchase price shall bear interest from the date hereof at the rate of

Twelve per centum (12%) per annum, such interest to be computed on the following June 30 or December 31, whichever date is nearest, and thereafter semi-annually on each June 30, December 31, or date of payment in full, upon the principal sum unpaid at the beginning of such periods. The amount of interest so found due shall be added to the amount remaining due hereunder.

*** See Par. 10 (3) General Agreements of Parties.

(3) All payments due hereunder shall be made to Vendor at

510 E. Third Street, Hobart, Indiana 46342

or to such other person or at such other place as Vendor may designate in writing.

2. Taxes and Insurance.

a. Taxes. Purchaser shall pay the taxes on the Real Estate beginning with the install-

ment payable by the first Monday in May, 1982, and all installments of taxes payable thereafter, 1981 taxes pro-rated as of 1982, and all assessments for municipal or other public im-

b. Assessments. Purchaser shall pay all assessments for municipal or other public im-

provements becoming a lien after January 1, 1981.

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- c. **Insurance.** Purchaser shall keep the improvements on said real estate insured under fire and extended coverage policies and pay the premiums on such insurance policies as they become due. Such insurance shall be obtained from companies approved by Vendor and in an amount not less than the balance of the purchase price due hereunder, or to the full extent of their insurable value, if that is less. Such policy or policies shall be issued in the names of Vendor and Purchaser, as their respective interests may appear, and shall be delivered to and retained by Vendor during the continuance of this agreement.
- d. **Payment by Vendor.** Upon failure of Purchaser to pay taxes or assessments or provide insurance as hereby required, Vendor, without further notice, may pay such taxes or assessments or provide such insurance and add the costs thereof to the principal balance due.

3. Possession.

Purchaser shall have full and complete possession of the Real Estate on Execution of Contract. Purchaser's right of possession shall continue so long as Purchaser complies with all the terms and conditions of this agreement and performs all the covenants made in this agreement.

4. Evidence of Title.

~~Vendor has furnished Purchaser with satisfactory evidence of title to the Real Estate which shows a merchantable title to the Real Estate in Vendor as of the date thereof. Any further evidence of title shall be obtained at the expense of Purchaser.~~ Vendor shall have the right to retain possession of any abstract of title until the entire purchase price for the Real Estate has been paid.

5. Vendor's Right to Mortgage the Real Estate.

Vendor shall have the right to obtain, without further consent by Purchaser, a loan secured by a mortgage on the Real Estate, and also shall have the right to renew or increase any such mortgage loan. However, the balance due in respect of any such mortgage loan at no time shall exceed the unpaid balance of the purchase price due hereunder. If Vendor encumbers the Real Estate by a mortgage and defaults thereunder, Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this contract. Vendor shall pay any such mortgage loan when due or at such earlier time as Purchaser pays in full the unpaid balance of the purchase price hereunder.

6. Assignment of Contract.

Neither Purchaser's interest in this contract nor Purchaser's interest in the Real Estate shall be sold, assigned, pledged, mortgaged, encumbered or transferred by Purchaser without the written consent of Vendor. In the event of an assignment of Purchaser's interest hereunder by operation of law or in the event there shall be filed by or against Purchaser in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Purchaser's property, or if Purchaser makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, then in any such event Vendor may, at his option, terminate this agreement and shall have all remedies as set forth herein upon a default by Purchaser. If Purchaser is adjudicated a bankrupt, this contract and all of Purchaser's rights hereunder shall automatically terminate without any further act by either party hereto.

7. Use of the Real Estate by Purchaser; Vendor's Right of Inspection; Purchaser's Responsibility for Injuries.

- a. **Use.** The Real Estate shall not be rented, leased or occupied by persons other than Purchaser, nor shall any of the improvements now or hereafter placed thereon be changed, remodeled, or altered in any way unless Purchaser shall first obtain the written consent of Vendor. No additional improvements shall be placed on the Real Estate by Purchaser unless written consent of Vendor shall have been first obtained. Purchaser shall use the Real Estate and the improvements thereon carefully, and shall keep the same in good repair at his expense. Purchaser shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Purchaser shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof, except the apartments may be rented, leased or occupied by persons other than Purchaser, without consent of Vendor.
- b. **Vendor's Right of Inspection.** Until purchase price is paid in full, Vendor may enter and inspect the Real Estate and the improvements thereon at any reasonable time.
- c. **Purchaser's Responsibility for Accidents.** Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person or property arising from his use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying liability insurance, in an amount satisfactory to the Vendor, insuring the Vendor's liability as well as the Purchaser's.

8. Vendor's Remedies on Purchaser's Default.

Time shall be of the essence of this agreement. If Purchaser fails to pay any installment of the purchase price or interest thereon, or any installment of taxes on the Real Estate, or assessment for a public improvement, or any premium of insurance, as the same becomes due, and if such failure continues for a period of Thirty days; or if Purchaser fails to perform or observe any other condition or term of this agreement and such default continues for a period of Thirty days after written notice thereof is given to Purchaser; then Vendor may, at his option:

- a. Cancel this agreement and take possession of the Real Estate, and remove Purchaser therefrom, or those holding or claiming under him, without any demand.
- b. Declare the entire unpaid balance of this contract immediately due and payable, and in such event, Vendor may pursue whatever remedies, legal or equitable, are available to collect the entire unpaid balance of the purchase price. All money paid by Purchaser shall be forfeited as liquidated damages.
- c. Exercise any other remedies available at law, or in equity.

The remedies herein provided shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy at any time shall not operate as a waiver of the right of Vendor

to exercise any remedy for the same or any subsequent default at any time thereafter. In the event of Vendor's cancellation after default by Purchaser, all rights and demands of Purchaser under this contract and in and to the Real Estate shall cease and terminate and Purchaser shall have no further right, title or interest, legal or equitable, in or to the Real Estate and Vendor shall have the right to retain all amounts theretofore paid by Purchaser as agreed payment for Purchaser's possession of the Real Estate prior to default. Such retention shall not bar Vendor's right to recover damages for unlawful detention of the real estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by Vendor, including reasonable attorney's fees incurred by Vendor in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchaser.

9. Covenants of Vendor.

Upon payment by Purchaser of all amounts due hereunder in full, and performance by Purchaser of all covenants and conditions, Vendor shall convey the Real Estate to Purchaser by general warranty deed, subject, however, to: all conditions, easements, highways, rights-of-way, restrictions and limitations now of record; rights of persons in possession; the lien of all unpaid taxes and assessments for public improvements, and other encumbrances which, by the terms of this agreement, are to be paid or assumed by Purchaser, or which are made or suffered by Purchaser; and the provisions of applicable zoning laws.

10. General Agreement of Parties

All covenants hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mails by Certified or Registered Mail, postage prepaid:

(1) If to Vendor, at the foregoing address at which rents are to be paid, unless Purchaser is otherwise notified.

(2) If to Purchaser, at 311 Center Street, Hobart, Indiana 46342

Such addresses may be changed by either party by written advice as to the new address delivered as above provided.

(3) This Contract is payable in full 12 months from date of execution, but, at request of Purchaser, Vendor may grant an extension of 12 months to enable Purchaser to secure proper financing. In no event shall the total term of this Contract exceed 24 months.

IN WITNESS WHEREOF, Vendor and Purchaser have executed this instrument on this

Fourth day of March, 1981, and if this instrument is executed in counterparts, each shall be deemed an original.

Signature *August G. Swoboda*
Printed August G. Swoboda

Signature Greenwood Terrace, Inc.
Printed By: *Robert A. Krull*
Robert A. Krull
President

Signature _____
Printed _____
PURCHASER

Signature _____
Printed _____
VENDOR

Vendor's Acknowledgment

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, a Notary Public in and for said County and State, personally appeared _____
August G. Swoboda and Greenwood Terrace, Incorporated, by
Robert A. Krull, its President
who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notarial Seal this 4th day of March, 1981.
My commission expires December 20, 1983
Signature *O. Ray Partlow*
Printed O. Ray Partlow, Notary Public
Porter County Resident
This instrument was prepared by O. Ray Partlow, Hobart, Indiana, attorney at law.

