639586

(USE APPROVED PAYMENT BOOK)

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or 10	Ke Alice C	County, State	of Indiana,	hereinafter de	signated as Se	ller, and Te	inny L.	Barth
and	Alice C	. Bant	1. hus	nand a	id wife	of 30	2 E. NO.	.Th. 57,
Crou	in Point,	Indiana.) •					
of	KE_	County, State	of Indiana,	hereinafter de	signated as Bu	yer, WITNES	SETH:	
ln d	consideration of the	e acts and pay	ments of the	Buyer and u	pon the terms	hereinafter sei	t forth, the Se	eller agrees to s
and conve	y to the Buyer th	e following de	scribed real	estate in	LaKy	Count	y, State of Ir	idiana, to-wit:
The	West Ya	of Luts	1 4116	1211	BICK	2/17	Rail Roc	c/
.44.1	ition To	Chewant	Pe. s. i. j. t	Indian.	1	P.E.m.pl	4 t M	erec F
DEFIC	ition To	M15CE11	laneous demo	E Lak	`4' A", =(&.ci.12'	Page 3 ty	odiana	the
•••••••••••••••••••••••••••••••••••••••	•••••••••••••••••••••••••••••••••••••••				••••••			
The	Seller acknowledge	es the receipt o	f Ten The	usand 1	allars 1	145 FILLE	Theusa	nel Casi,
and apr	anissery no	te for F	ile Ille	14.5x1.x2	Ocllars		(\$10,00	C.r.C.O.) Dolla
as the init	ial payment on the	sale price of	Forts	Fine T	heusand	4- 1/2co		•••••
***************************************					·····		(\$ <i>\\5</i> .~c.	QQLQQ.) Dolla
· It ti	he Buyer shall pay	to the Seller at	405 M	entun D.	r.c.,Cresis	Perut	Indiena	46307
or at such	other place as the	Seller may in	writing from	n time to time	direct, not les	s than the sun	of JAR	e Hundr
FIFTY	Nº/160	Principal	and in	1.7 = 1.25.1	,.)		(\$ <i>35</i> 4). (. (.) Dolla
on the	15T day of oach	. consecutive r	nanth commo	ncing on the	/5/ day o	e Augu	4 T	10 0 1
until the s	said sale price, togo nal payment is mad	ether with inte le hereunder, t	rest thereon he Buyer	at // /c.pe	cent, per ann	ım, computedl	11co.t.Kl.y,	, is fully paid; a
(a)	shall pay as and w	hen due the	2.74ins	tallment of th	e 19 <i>81</i> taxes	on said prem	ises becoming	g due and payal
in 19.82	and all taxes beco	oming due and	payable there	eafter; the fol	owing special t	ssessments on	said land, to-	wit:
(5.4/)	ler will pe	ay 7.he	1981T.:	X. S. S Z/.	4.5	1982 Fh	ru Jul	35738/
•••••					***************************************		<u> </u>	<u> </u>
and all sp that may on or befo	occial assessments be hereafter levice ore the first payme	hereafter levid d or assessed ent date after	ed thereon; a against said such paymen	and all other premises; ev	charges of an idence of payn:	y kind not cre ents so made	ented or suffe shall be prese	
α	shall insure the bu ampanies approved	uildings, if any	, and shall o	leposit with t	ie Seller a pai	d up policy o	r policitist of	Insurance in co
Coverage 1	Endorsement in an	amount as det	ermined and	agreed to by	the Sellers: sl	ould the Buve	er fail to pay	the premium, t
	elect to do so and s shall maintain the						تر ract.	<u> </u>
(d)	shall not use said	d premises or	permit said	premises to	e used for any	unlawful purp	ose or purpos	es that will inju
	tion of the same or shall neither assig				any part there	of nor remove	nor alter any	buildings there
without fir	rst procuring the v Il be remunerated	written consent	t of the Sell	er; however,	if the Seller a	pproves the a	ssignment of	this contract, t
(()	shall not violate and which restriction	ny of the restr	ictions, condi	tions or cover	ants to be con-	ained in the d	eed of the Se	ller as hereinaft nent:
				*************	•••••		•••••	
	and shall permit	4)	• • •	11 1				

other charges described in clause (a) above and those falling due thereafter; to all liens or incumbrances thereon created or suffered by the Buyer; to zoning regulations now or hereafter imposed thereon; to all restrictions, conditions and covenants now of record affecting either the alienability or the use of said premises; and to the following restrictions, conditions and/or covenants:

At the time of delivery of deed, the Seller further agrees to deliver to the Grantee therein named an abstract of title certified to date as near to final closing as reasonably possible, prepared by an Abstract Company maintaining an adequate title plant, as defined by the Indiana Title Association, or whose abstracts are generally accepted by financial institutions and attorneys who are members of the Bar Association, which abstract shall disclose in the Seller a merchantable title subject only to such items to which the Seller's deed is to be made subject, as hereinabove provided. In the event the Buyer demands a certification of the abstract at a time other than at final closing, as herein provided, such certification shall be construed as full compliance with the terms of this contract.

In the event it is mutually agreed by and between the Buyer and the Seller that an Owner's Policy of Title Insurance shall be accepted in lieu of an abstract, as evidence of title, then and in that event delivery to the Buyer of an Owner's Policy of Title Insurance valued at the purchase price, and issued in the name of the Buyer by an insurance company licensed to do business in the State of Indiana, and which policy is subject only to such limitations and/or liens as shall be assumed by the Buyer, shall be construed to comply with the requirements of title evidence as hereinbefore provided.

Interest shall, at the end of each. Acar I. I. period, be added to the unpaid balance of the sale price existing at the commencement of such period. From the total thus obtained shall be deducted all payments made hereunder on account of principal and interest to the Seller during such period and the remainder shall stand as the unpaid balance for the next succeeding semi-annual

The Seller may, at his election, place and/or maintain a mortgage on said premises for an amount not in excess of the tnen unpaid balance of the sale price; and the Buyer agrees that any such mortgage shall be a first lien and prior to any interest of his in said premises; provided that in the event the Seller shall hereafter elect to place such a mortgage on said premises he shall before the execution thereof, give the Buyer written notice of such proposed execution, which notice shall contain the name of the mortgagee, the principal amount, the rate of interest and the date of maturity of the proposed mortgage. If such notice shall state that the mortgagee requires further assurance of the priority of such proposed mortgage, then the Buyer agrees

within ten days after receipt of such notice to execute such further assurance of priority as may be required by such mortgagee, provided, however, that the Buyer shall not be required to bind himself personally to pay the mortgage debt. After the execution and recording of any such mortgage, the Buyer may, at his election, reduce the unpaid balance of the sale price hereunder to an amount equal to the unpaid balance of such mortgage debt and demand the warranty deed herein provided for and in such event the Seller shall immediately deliver to the Buyer such deed which, in such event, shall contain a clause whereby the grantee shall assume and agree to pay the indebtedness secured by the said mortgage. Such assumption of the mortgage debt shall in such event constitute final payment hereunder.

State State Comment of the

Time is of the easence of this contract. In the event that the Buyer shall fail to perform any of the acts and/or fail to make any of the payments herein to be done or made by the Buyer, as specified herein, promptly and at the time stipulated therefor, and/or fail to execute, when requested by the Seller so to do, the further assurances provided for in the preceding paragraph, then all payments made hereunder prior to such default shall be retained by the Seller as and for damages for the use and occupancy of the premises to the date of default and Seller shall thereupon be relieved from all liability hereunder to the Buyer. Immediately upon default, and without demand or notice, the Buyer agrees that he will surrender to the Seller peaceable and immediate possession of said premises together with all improvements thereon. In the event of default and the failure of Buyer to surrender possession of said real estate as above provided the Seller may proceed in any action at law or in equity for the possession of said real estate and for damages for the withholding thereof and for waste or damage done thereto.

The buyer may make payments in excess of those stated herein or pay the entire unpaid balance at any time without penalty, with interest computed to date; day of August 19.3/ Further conditions: 5011010 MCKACLILECGES SOCEIDT DER LITT OF Buyen's Pourissony Note of 5000, un (Fix - Thussand Dullars) as part of Buyer's down fayment due in full with 6% interest The parties agree that the provisions of this contract shall be binding upon, apply to and inure to the benefit of their respective heirs, successors and assigns in the same manner and to the same extent as such provisions bind, apply to and inure to the benefit of themselves. IN WITNESS WHEREOF, the parties either personally or by duly authorized officers or agents have signed, sealed and delivered this agreement in duplicate counter-part each of which shall be an original, the day and year first above written. Terry L. Barth Alien Cibarth LAKE _____ County, ss: STATE OF INDIANA. _____ Before me, the undersigned, a Notary Public in and for said County and State, personally Giles W. Hall and Carolyn Sue Hall, husband at appeared the within named and Terry L. Barth and Alice C. Barth, husband and who acknowledged the execution of the foregoing Deed to be their voluntary act and deed. WITNESS, my hand and____Seal this 15T day of All GREST_ Notary Public My commission expires 141 27 19 85

This instrument was prepared by: Giles W. Hall