

PLEASE MAIL TAX STATEMENTS TO: Mr. Joseph S. Lesniak, 3135 Eder St., Highland, IN 46322

# CONTRACT FOR CONDITIONAL

# 641561 SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between \_\_\_\_\_

IRVEN JONAS \_\_\_\_\_ (hereinafter called "Seller") and

JOSEPH S. LESNIAK \_\_\_\_\_ (hereinafter called "Buyer"),

### 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 Highland, Lake County, Indiana. (such real estate, including improvements, being hereinafter called the "Real Estate"):

Lot four (4), block two (2), Homestead Gardens Master Addition, in the Town of Highland, in Lake County, Indiana, as shown in Plat Book 31, page 79, in Lake County, Indiana.

Commonly known as: 3135 Eder St., Highland, IN 46322

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
AUG 25 1 49 PM '81  
WILLIAM JIELSKI JR  
RECORDER

upon the following covenants, terms and conditions:

### I 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 two hundred Dollars (\$ 44,200.00 ).

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

(a) The sum of Eight thousand eight hundred Dollars (\$ 8,800.00 )

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 sum of Three hundred seventy two and 85/cents Dollars (\$ 372.85 )

shall be paid monthly, beginning October 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.

(c) The unpaid balance of the purchase price shall bear interest at the rate of 12% per annum, such interest to be computed monthly, in advance, on the monthly payment date 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 9 West Joliet St., Schererville, IN 46375 or at such other place as Seller shall designate in writing.

### II

### 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.

RETURN RECORDED INSTRUMENT TO: ATTY. WM. CUNNINGHAM, 2637--45th St., Highland, IN 46322

550  
Contract





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 15 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.

**X**

**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 twelve per annum.

**XI**

**Additional Covenants**

If buyer is under default, the unpaid balance of the purchase price shall bear interest at the rate of 18% per annum.

Should buyer sell said real estate, the entire unpaid balance of the contract shall be paid in full to seller.

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

20<sup>th</sup> day of August, 1981.  
Irven Jonas Joseph S. Lesniak  
IRVEN JONAS JOSEPH S. LESNIAK  
SELLER BUYER

STATE OF INDIANA  
COUNTY OF LAKE

SS:

Before me, a Notary Public in and for said County and State, on this 20 day of August, 1981 personally appeared IRVEN JONAS and also appeared JOSEPH S. LESNIAK 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.

Theresa L. Hays

(Theresa L. Notary Public Hays)

My commission expires: 8-30-84 Resident 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: \_\_\_\_\_ Resident of \_\_\_\_\_ County

This Instrument was prepared by WILLIAM J. CUNNINGHAM, Attorney at Law. /td  
2637--45th St., Highland, IN 46322  
SMITH, HILBRICH, CUNNINGHAM & SCHWERD LAW OFFICE  
PH: 219/924-2424

RETURN RECORDED INSTRUMENT TO: ATTORNEY WM. CUNNINGHAM  
2637--45th St., Highland, IN 46322