

Darryl R. Lewis
850 Sunnyside Ave
Columet City, IN
60409

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ARTICLES OF AGREEMENT FOR WARRANTY DEED

THESE ARTICLES OF AGREEMENT FOR WARRANTY DEED made this
25th day of August, 1981 in the Town of Munster,
in the County of Lake and State of Indiana. This agreement is
made and entered into by and between:

James A. and Sally M. Kulas,
hereinafter known as Purchaser

and,

Myron S. and Harriet W. Gordon,
hereinafter known as Seller

STATE OF INDIANA, S.S. NO
LAKE COUNTY
FILED FOR RECORD
AUG 27 10 46 AM '81
WILLIAM BIELSKI JR
RECORDER

WITNESSETH:

That if the PURCHASER shall first make the payments
and perform the covenants hereinafter mentioned on the PURCHASER'S
part to be made and performed, the SELLER hereby covenants and
agrees to convey and assure to the said PURCHASER in fee simple,
clear of all encumbrances whatever, including waiver of dower
and homestead, free of prior conveyance either recorded or
unrecorded, except as hereinafter provided, by a good and
sufficient warranty deed for the property situated in the County
of Lake and State of Indiana and legally described as follows:

Lot 9, University Estates First Addition, to
the Town of Munster, as shown in Plat Book 35,
Page 71, in Lake County, Indiana.

Commonly known as: 1049 Elliott Drive
Munster, Indiana 46321

PURCHASER hereby covenants and agrees to pay to the
SELLER at such place as SELLER may from time to time designate
in addition an initial down payment of TWENTY THOUSAND and No/100
(\$20,000.00) DOLLARS----- to be paid no later than August 25,
1981, monthly interest payments of SIX HUNDRED FORTY-FOUR and No/100
(\$644.00) DOLLARS per month to begin upon occupancy of
said property by PURCHASER or October 1, 1981 as the latest date
and for thirty-six (36) successive months thereafter. At the
end of thirty-six (36) months a balloon payment of NINETY-TWO
THOUSAND and No/100 (\$92,000.00) DOLLARS-----, which represents
the remaining ~~interest and the entire~~ principal amount due upon
this contract will be due and payable to the SELLERS or their heirs.

Now by
W.G.P.

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PURCHASER shall have the right to prepay this contract before the thirty-sixth monthly payment without any penalty.

It is further expressly understood and agreed between the parties hereto:

1. That the conveyance to be made by the SELLER shall be expressly subject to the following:

- A. All taxes, special assessments and special taxes levied after the year 1981;
- B. All installments of special assessments heretofore levied falling after the year 1981;
- C. The rights of all persons claiming by, through or under the PURCHASER;
- D. Zoning and building laws or ordinances;
- E. Public utility easements of record; and
- F. Covenants of record.

2. The SELLER shall not suffer or permit any mechanics lien, other lien or other encumbrance whatsoever to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of the PURCHASER without the express written agreement of the PURCHASER.

3. The PURCHASER shall not suffer or permit any mechanics lien or other lien to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of the SELLER.

4. That each and every contract for repairs and improvements on the premises aforesaid, or any part thereof, shall contain an expressful and complete waiver and release of any and all liens or claims or right of liens against the property herein agreed to be conveyed, and no contract or agreement oral or written, shall be executed by the PURCHASER for repairs or improvements upon the property aforesaid except the same contract or agreement contained such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract and other plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by the SELLER.

5. That the PURCHASER shall not transfer or assign this Agreement, or any interest therein, without the previous written consent of the SELLER, that any such assignment or transfer without such previous written consent shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, and shall render this contract null and void at the election of the SELLER.

6. That no right, title or interest, legal or equitable in the premises aforesaid, or any part thereof, shall vest in the PURCHASER until the delivery of the deed aforesaid by the SELLER, or until the full payment of the purchase price at the times and in the manner herein provided. Except that if before the final balloon becomes due and payable, PURCHASER desires to sell said premises, PURCHASER can offer for sale said premises upon written notice to SELLER and conditioned upon making the final principal and interest payment and not being in default on the monthly interest payments.

7. That no extension, change, modification or amendment to or of this instrument of any kind whatever shall made or claimed by the PURCHASER, and that no notice of any extension, change, modification or amendment made or claimed by the PURCHASER shall have any force or effect whatsoever except the same shall be endorsed in writing on this agreement and be signed by the parties hereto.

8. Said PURCHASER shall keep the building on said premises insured at PURCHASER'S expense against loss by fire, lightening and windstorm to an amount of at least \$100,000.00 with a loss payable clause to the SELLER. PURCHASER shall also obtain liability insurance in the amount of \$100,000.00 to \$300,000.00 and shall name the SELLER as additional insured.

9. In the event that the PURCHASER is more than thirty (30) days in default on any of the payments required to be made hereof, or in case the PURCHASER fails to perform any of the covenants hereof, this contract shall be at the option of the SELLER, forfeited and determined, and the PURCHASER shall forfeit

all payments made on this contract, and such payments shall be retained by the SELLER in full satisfaction and as liquidated damages by SELLER sustained, and in such event the SELLER shall have the right to re-enter and take possession of the premises aforesaid.

10. In the event this contract or agreement shall be declared null and void by the SELLER on account of any default, breach or violation by the PURCHASER in any of the provisions hereof, the same shall become and be null and void and so conclusively determined by the filing by the SELLER of a written declaration of forfeiture hereof, in the Recorder's Office of Lake County, State of Indiana.

11. That in the event of termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements whether finished or unfinished, on the premises aforesaid, which may be put upon or on said premises by the PURCHASER shall belong to and be the property of the SELLER without liability or obligation on the SELLER'S part to account to the PURCHASER therefor or for any part thereof.

12. That the PURCHASER shall pay to SELLER all costs and expenses, including attorney fees, incurred by the SELLER in any action or proceeding to which SELLER may be made a party by reason of being a party to this Agreement, and that the PURCHASER will pay to the SELLER all costs and expenses, including attorney fees incurred by the SELLER in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by SELLER against the PURCHASER on account of the provisions hereof, and all such costs, expenses and attorney fees may be included in and form a part of any judgment in any proceeding brought by the SELLER against the PURCHASER on or under this Agreement.

13. PURCHASER shall be given possession on or before ^{September} ~~October~~ 16, 1981. The real estate taxes shall be pro-rated as of date of possession. PURCHASER shall be responsible for all real estate taxes after that date. In the event that the parties agree, possession and closing can be at an earlier date, at which time the monthly payments will begin and will be due each month on the same date following. The PURCHASER shall be responsible for all utilities as of the date of possession.

14. The PURCHASER agrees to share equally in the cost of closing with the SELLER at the time PURCHASER'S duties under the contract are completed. The SELLER agrees to notify PURCHASER in writing of any changes in place of payment for the monthly payments. The SELLER further agrees to notify PURCHASER in writing prior to the initiation of foreclosure or any other action against PURCHASER.

15. The SELLER warrants that, to his knowledge, no notice from any city, town or other governmental agency of a dwelling code violation which existed prior to this contract was executed had been issued and received by the SELLER, SELLER'S agents or tenants upon the premises.

16. The PURCHASER shall submit to the SELLER proof of payment of the real estate taxes within thirty (30) days after the date said payments are due. The PURCHASER shall also furnish copies of said insurance as required in this agreement to the SELLER and shall submit proof of payment of premiums due.

17. The SELLER expressly warrants that the stated premises have not been previously conveyed or encumbered by a prior conveyance, instrument or oral agreement, either recorded or unrecorded. The SELLER further warrants all taxes and levies payable prior to possession have been paid in full.

IN WITNESS WHEREOF, the parties to these presents have this 25th day of August, 1981 entered into this agreement in the Town of Munster, County of Lake in the State of Indiana. This document is to be recorded in the Recorder's Office of Lake County, Indiana.

BY SELLER:

BY PURCHASER:

Harriet W. Gordon
[Signature]

James A. Kulas
[Signature]

SUBSCRIBED & SWORN to before me this 25th day of August, 1981

[Signature]
NOTARY PUBLIC

18. The Seller shall pay CLM, INC. a real estate commission of \$6,300.00 which shall be paid as follows: \$3,150.00 upon execution of the Articles of Agreement and \$3,150.00 upon receiving payment of the full sales price from the Purchaser.