

M. Jean Lawren  
905 W. Lidge Pt.  
Trunk #4323

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CONTRACT FOR CONDITIONAL SALE OF  
REAL ESTATE

THIS CONTRACT, made and entered into by and between  
THE CALUMET AREA YOUNG WOMEN'S CHRISTIAN ASSOCIATION,  
(hereinafter called the "Seller" ) and JUANITA P. COOK,  
(hereinafter called the "Purchaser").

W I T N E S S E T H:

The Seller hereby agrees to and does sell to the  
Purchaser and the Purchaser hereby agrees to and does  
purchase from the Seller the following described real  
estate situated in the County of Lake, Town of Hammond,  
and State of Indiana, (hereinafter called the "Real Estate"),  
to-wit:

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
JAN 11 11 38 AM '82  
WILLIAM BIELSKI JR  
RECORDED

Towle and Young, Lot 27, Block 3, Lot 28  
Block 3, and commonly known as 229 Ogden Street,  
Hammond, Indiana,

upon the following covenants, terms and conditions:

1. As the purchase price for the real estate, Purchaser  
agrees to pay to Seller and the Seller agrees to accept  
from Purchaser, the sum of Forty-Two Thousand, Five Hundred  
Dollars (\$42,500.00); that the following articles of personal  
property are included herein and are a part of the sales  
price; all improvements permanently installed such as electrical  
and/or gas fixtures, heating equipment and all attachments  
thereto, air conditioning, (excluding window units), built-in  
kitchen equipment, hot water heaters, incinerators, window  
shades, curtain rods, drapery poles and fixtures, venetian  
blinds, storm doors and windows, linoleum, screens, awnings,  
TV antennas, drapes and curtain, and items as per listing  
agreement. All said items are now or will be at the date of  
closing fully paid for by Sellers.

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

14/50/82

- (a) Earnest money of One Thousand Dollars (\$1,000.00) the receipt of which is acknowledged and held by Price Realty.
- (b) Nine Thousand Dollars (\$9,000.00) in cash to be paid by Purchaser to Seller at the time of closing of the transaction.
- (c) The unpaid balance of the purchase price in the amount of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) shall be paid as follows: The sum of Twelve Thousand Dollars (\$12,000.00) shall be paid at the rate of One Thousand Dollars (\$1,000.00) per month for one (1) year and the remaining balance of Twenty Thousand Five Hundred (\$20,500.00) shall be paid in full on December 1, 1982. If purchaser is unable to secure a first mortgage by December 1, 1982, Seller agrees to continue to hold the said contract for an additional twenty months. If the company should go on strike in January, 1982, the Seller shall extend the contract for no more than three (3) months:

3. Purchaser shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. Purchaser shall further have the privilege of refinancing and paying the contract off in full at any time.

4. Purchaser agrees to keep the improvements included in the Real Estate insured under fire and extended coverage policies and to present proof of such payment to the Seller as the same become due.

5. Purchaser shall be entitled to possession of said real estate and the improvements situated thereon on or before February 15, 1982. *March 1, 1982*

6. Purchaser will pay all taxes levied and assessed upon and against said real estate as of the day of closing and shall present to Seller proof of payment.

7. Purchaser agrees to pay all assessments against the real estate for municipal or other public improvements completed after the date of closing.

8. If Purchaser shall default in the payment of any taxes, assessments or insurance premiums, as hereinabove

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provided, and if Seller, at their option, shall pay any said amounts therefor, then Purchaser agrees to repay to Seller all such sums so advanced and paid by them together with interest thereon from date of payment of said sums at the rate of Twelve Percent (12%) per annum until paid and the same shall be secured by this contract. The exercise of this right of payment by the Seller on any occasion shall not waive their right to declare a termination of this contract for failure to perform the same for any future failure to pay, nor shall any payment or payments thus made by Seller constitute an estoppel to declare a forfeiture of this contract for a subsequent failure to pay any other payment required of Purchaser to be paid.

9. Seller shall furnish to Purchaser, at Seller's expense, upon payment in full, an Owners' Policy of Title Insurance in the amount of the purchase price, showing a good and merchantable title to said real estate subject only to liens and encumbrances caused by the Purchaser and easements and restrictions of record.

10. Seller agrees to pay to Price Realty Company, Inc., a brokerage commission of six percent (6%) of the selling price.

11. Seller covenants and agrees that upon payment in full of the principal balance of the purchase price by Purchaser together with all interest accrued thereon, and the prompt and full performance by Purchaser of all her covenants and agreements herein made, Seller will convey or cause to be conveyed to Purchaser by Warranty Deed, the above-described real estate free and clear of all encumbrances, other than easements and restrictions of record.

12. Purchaser may not sell or assign this contract, Purchaser's interest therein or Purchaser's interest in the real estate, without the written consent of Seller,

provided, however, any consent herein required shall not be unreasonably withheld, and provided that no assignment thereof shall operate to relieve either party from liability thereon.

13. Time shall be of the essence of this contract.

14. Purchaser shall keep the Real Estate in good repair at her own expense, and shall not permit waste on the premises. In her occupancy of the Real Estate, Purchaser shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, of the County of Lake, and of the City of Hammond.

15. Purchaser hereby expressly assumes all risks and responsibility for any injury to herself or other persons or property in or about said premises and agrees to hold Seller harmless from any liability therefrom.

16. Purchaser assumes all risks of taking any part of the property for public use and agrees that any such taking shall not constitute a failure of consideration but all sums received by Seller by reason thereof shall be applied as payment of the purchase price less any sums which the Seller may be required to expend in securing the same.

17. Purchaser may not permit any mechanics lien or other liens to attach to the said premises.

18. If Purchaser fails, neglects, or refuses to make any payment under this contract when due or to perform any of Purchaser'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 declaration, all right, title and interest of Purchaser in and to the Real Estate shall immediately cease and Purchaser 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 Purchaser and all persons claiming under her;

(2) Separately or in conjunction with their 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 Purchaser 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) due and unpaid real estate taxes, assessments, charges and penalties which Purchasers are obligated to pay under this contract;

(d) premiums due and unpaid for insurance which Purchaser is obligated to provide under this contract;

(e) 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;

(f) any other amounts (other than payment of the purchase price) which Purchaser 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 their right to recover any other sums from Purchaser, or to have any other remedy, under this contract) all payments made by Purchaser 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 Purchaser 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 Sellers 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 Purchaser specifically waives, to the extent she lawfully may do her 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 Purchaser under this contract, Purchaser 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.

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

Before Seller shall pursue any of their rights or remedies under this Article, they shall first give Purchaser written notice of the default complained of and Purchaser shall have forty-five (45) days from the posting of such notice to correct any default; provided, however, thirty (30) days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Purchaser under this contract.

19. 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.

IN WITNESS WHEREOF, the Seller and Purchaser have executed this instrument on this 4<sup>th</sup> day of January, 1982.

Mary Ellen Breed, President  
SELLER'S AGENT  
Mary Ellen Breed, President

Jean K. Hensey  
SELLER'S AGENT  
Jean Hensey, Secretary

Juanita P. Cook  
PURCHASER  
Juanita P. Cook

STATE OF INDIANA)

)SS:  
COUNTY OF LAKE )

Before me a Notary Public in and for the said county and state this 4th day of January, 1981, personally appeared Mary Ellen Breed, Jean K. Hendry, and Granite P. Cook, and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be their voluntary act and deed.

WITNESS my hand and Notary Seal.

My Commission expires:

8-30-83

Janet L. Knight  
Notary Public

This instrument prepared by:

M. JEAN RAWSON  
Attorney at Law  
905 Ridge Road  
Munster, IN 46321  
836-1413