7895 BROADWAY 3800 M RETURN TO GINTER REALTY 405MAINST. KEBORT IN 46392

665535

CONDITIONAL SALES CONTRACT

This contract, made this 12 day of April, 1982, between IRENE DEAN, hereinafter called the seller and STEPHEN J. PAWLICKI and ANNE PAWLICKI, husband and wife, hereinafter called the buyer, witnesseth that:

The buyer has today purchased from the seller, upon the terms and conditions hereinafter recited, the following described property:

> 1979 Horizon 14X70 Mobile Home, I.D. #1NM 104A4681291A, mitle No. 78179292009

and the following personal property: Curtains & Drapes, Range & Refrigerator, Washer & Dryer, Bar Stools, Carport Cover and 8 X 10 Shed.

The buyer agrees to pay the seller as the purchase price for such property a sum computed as follows:

- The Purchase Price. As the purchase price for the Mobile Home and personal property, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars.
- The Manner of Payment. The purchase price shall be raid in the following manner:
- (a) The sum of Ten Thousand (\$10,000.00) Dollars 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.
- The sum of One Hundred Sixty-Six and 84/100 5186.82 Dollars shall be paid monthly, beginning May 5 21982 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 halance of the purchase price shall bear interest at the rate of 12% per annum.
- 3. All rights and remedies of the seller hereunder are in addition to and not in limitation of any additional rights the seller may have by statute, common law or equity.
- 4. Buyer will keep the property insured for fire and extended coverages in at least an amount equal to the balance due the seller and said policy shall contain a loss payable clause to the seller.
- 5. The seller warrants that she has good title and full right to sell. No warranties, either expressed or implied, are made by the seller with respect to such property except as herein stated.
- Title to such mobile home shall not pass to the buyer until the balance due the seller has been paid in full. Upon pavment in full by the buyer, the seller shall execute the certificate of title and deliver same to the buyer. Seller may, at

their option, execute a Bureau of Motor Vehicles Power of Attorney form appointing a representive of Ginter Realty or anyone else as her attorney in fact to execute the certificate of title for her upon payment in full by the buyer.

- 7. Buyer agrees to pay promptly all taxes which may be levied or assessed against the property.
- 8. The buyer acknowledges that such property has been delivered to them, that they have inspected the same and that it is in all respects as represented to them.
- 9. This contract shall be construed in accordance with the laws of the State of Indiana.
- 10. This contract shall bind the heirs, administrators, executors, assigns and successors of both seller and buyer.

IN WITNESS WHEREOF, the parties herete have executed this agreement in triplicate the day and year first above written.

SELLER IRENE DEAN

Elphery Towards

DIVED ANNE DAVINGE

STATE OF INDIANA)

SS

COUNTY OF LAKE ()

Before me, the undersigned, a Notary Public, in and for said County and State, this /2 day of April, 1982, personally appeared, IRENE DEAN, STEPHEN J. PAWLICKI and AMNE PAWLICKI, and acknowledged the execution of the foregoing Conditional Sales Contract. In witness whereof, I have hereunto subscribed my name and affixed by official seal.

GEORGE GINTER

Notary Public County

My Commission Expires:

Oct 17, 1982

This Instrument Prepared By:

ERVIN C. CARSTENSEN
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