

665547 CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between David Michael Peleschak and Kathyrne Peleschak, husband and wife (hereinafter called "Seller") and Ronald Ziolkowski and Diane R. Ziolkowski, husband and wife, severally and jointly (hereinafter called "Buyer"),

W I T N E S S E T H:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate located in Lake County, Indiana, (hereinafter called the "Real Estate");

Lot 9, Forrest View in the City of Hammond as shown in Plat Book 19, page 8 in Lake County, Indiana and commonly known as 241 173rd Street, Hammond, Indiana.

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-Five Thousand and 00/100 Dollars (\$45,000.00) ~~without relief from valuation and appraisal laws, and with attorney's fees.~~

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

(a) The sum of Twenty Thousand and 00/100 (\$20,000.00) 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 (which sum includes the \$500.00 earnest money).

(b) The sum of ~~Two Hundred Sixty Four and 00/100 Dollars~~ ^{Two Hundred Seventy and 93/100 Dollars (\$270.93)} shall be paid on the first day of each calendar month beginning ~~April 1, 1982~~ ^{May 1, 1982} for ~~sixty (60)~~ ²⁴⁰ consecutive months. ~~At the end of said sixty months that is on April 1, 1987, the entire remaining unpaid balance of the purchase price is due, owing and must be paid subject to the buyers right to extend the maturity asset out in XI.~~

(c) The unpaid balance of the purchase price shall bear interest at the rate of twelve percent ~~(12%)~~ ^{11-3/4} per annum, such interest to be computed monthly in advance upon the principal sum unpaid at the beginning of such period. The amount of interest so found due shall be deducted from the amount aggregate payments made during the succeeding period and the balance of the aggregate of such payments shall be credited against the principal.

It shall be the buyers responsibility to pay real estate taxes

^{beginning}
^{date of} closing (d) In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the real estate described herein, Buyer promises to pay monthly to the Seller in addition to the above payments, a sum estimated to be equivalent to one-twelfth (1/12) of such items, which payments may, at the option of the Seller, (a) be held by it and co-mingled with other such funds or its own funds for the payment of such items; (b) be carried in a share account and withdrawn by it for money to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Seller advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, Buyer promises to pay the difference upon demand. If such sums are held or carried in a share account, the same are hereby pledged to further secure this indebtedness. The Seller is authorized to pay said items as they are charged or billed without further inquiry.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA
LAKE COUNTY
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WILLIAM BIELSKI SR
RECORDER

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1982

(e) The Buyer shall pay to Seller a late charge of five percent (5%) of any monthly installments not received by the Seller within 15 days after the installment is due.

(f) All payments due hereunder shall be made to the Seller's address in Gulf Shores, Alabama. Seller shall advise Buyer of in writing or to such other place as Seller shall advise Buyer of in writing. Seller shall provide an appropriate amortization table.

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 monthly 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.

III

Taxes, Assessments and Insurance

~~1. Taxes. Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable May, 1983 and all installments of taxes due and payable thereafter. Seller agrees to give Buyer credit for taxes prorated to the date of execution of this contract. Seller's right to include as part of the regular monthly payment as escrow for payment of real estate taxes does not relieve the Buyer of his primary responsibility for prompt payment of said obligation. Buyer shall furnish to seller copies of the receipts for payment of each installment of taxes within ninety (90) days of its due date.~~

2. Assessments. Buyer agrees to pay all assessments against the Real Estate for municipal or other public improvements ^{commenced and} completed after the execution of this contract.

3. Insurance. Buyer agrees to keep the improvements on the Real Estate insured under fire, extended coverage, and personal liability (bodily injury and property damage) policies and to pay premiums on such insurance policies as they become due. ~~Such insurance shall be~~ carried in a company or companies approved by Seller and in an amount not less than Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) for fire and extended coverage and in an amount not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for personal liability (bodily injury and property damage). Such policy or policies shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this contract. Seller's right to include as part of the regular monthly payment an escrow for payment of insurance premiums does not relieve the Buyer of his primary responsibility for prompt ~~payment of said obligation.~~ (Insurance shall be contract purchaser form of homeowners policy in the amount of purchase price naming seller as party as-
sured including liability in the amount of \$ 100,000.00. ***

4. If the Buyer fails to take out or pay for insurance provided for herein or to make any payments of taxes or assessments herein provided for him to pay, Seller may, without notice, pay the same when due and add such amount to the principal of this contract, and such amount shall bear interest from the date of payment at the rate and in the manner provided for other principal of this contract, provided that the exercise of this right of payment by Seller on any occasion shall not waive his right to declare a forfeiture or a termination of this contract for failure to perform the same for any future failure to pay, nor shall payment or payments thus made by Seller constitute an estoppel to declare a forfeiture or a termination of this contract for a subsequent failure to pay any other payment required of Buyer to be paid.

R. Z. O. G. J. H. D. M. P.
*** Insurance shall include a replacement value clause and loss payable clause in favor of present mortgagee. Copy of policy shall be given to seller and present mortgagee.

5. ~~In the case of damage from fire or other casualty, to the buildings on the premises herein described prior to the delivery of the deed, or the taking of the premises or any part thereof by eminent domain, this contract shall remain in full force and effect, and in such event the Seller may at its discretion either apply any and all amounts recovered under any then existing fire insurance policies covering the property or any condemnation award allowed to the unpaid balance of this contract. Seller is authorized to adjust, collect and compromise, in its discretion, all insurance or eminent domain claims to execute and deliver on behalf of the Buyer all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance company or governmental agency or utility and the Buyer agrees to sign upon demand, all receipts, vouchers and releases required of him to be signed by the Seller for such purposes; and the Seller is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. Immediately after destruction or damages, Buyer agrees to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Seller elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage, in which event Buyer agrees to pay any remaining balance due hereon in monthly installments as heretofore set out herein.~~

IV

Possession

Seller shall deliver to Buyer full and complete possession of the Real Estate (immediately after the execution of this contract) subject to the rights of any rights of tenants now in possession of said real estate whose lease whether oral or written are now assigned to Buyer with rental accruing to Buyer as of the date of the next installment due thereon. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this contract and performs all the covenants made by him in this contract. All utilities shall be paid by Seller to the date possession is given. Seller shall pay use and occupation from date of closing to delivery of possession at the rate of \$10.00 per day.

v

Evidence of Title

The Seller has furnished Buyer a preliminary commitment for a contract Owner's policy for Forty-Five Thousand and 00/100 Dollars (\$45,000.00) as of the date the contract is executed, which evidence of the date hereof except, as to the following:

See exceptions in schedule B of Chicago Title Insurance Co."s

~~commitment B-3960699 dated March 8, 1982. Exceptions 7, 8, and 9 therein are being handled and resolved satisfactorily to buyers by sellers executing a personal undertaking concerning same with Chicago Title Insurance Co.~~

(proper exceptions to be inserted prior to execution). Any further title evidence shall be at the expense of the Buyer, provided, however that the cost of additional title evidence necessitated by the acts of omissions of Seller is to be borne by Seller.

A good and sufficient warranty deed conveying title of property to purchaser, with the usual covenants of warranty is contemporaneously executed and placed in escrow with Chicago Title Ins. Co. (name to be inserted prior to execution), with appropriate instructions and an appropriate escrow agreement as attached hereto. The deed shall be retained in escrow until purchaser has made all payments herein required ~~and otherwise in full compliance with the provisions of this contract, and shall then be delivered to purchaser by the escrow agent.~~

~~Seller's Right to Mortgage the Real Estate~~

~~Seller shall have the right to obtain and/or maintain, without Buyer's consent, a loan secured by mortgage on the Real Estate, and the right to renew any such mortgage loan. Seller agrees, however, that the balance due in respect of any such mortgage loan shall never exceed the unpaid balance of the purchase price for the Real Estate under this contract. If Seller encumbers the Real Estate by a mortgage, Buyer shall have the right to make any omitted payment or payments and to deduct the amount thereof from the next payment or payments due under this contract. Seller agrees, however, that he will pay any such mortgage loan when due or at such time as Buyer pays in full the unpaid purchase price hereunder.~~

VII

Assignment of Contract

Buyer may not sell or assign this contract, Buyer'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 hereof shall operate to relieve either party from liability hereon.

VIII

Use of the Real Estate by Buyer, Buyer's Agreement to Take "AS IS", Seller's Right to Inspection and Buyer's Responsibility for Injuries

~~1. Use. The Real Estate may not be rented, leased, or occupied by persons other than Buyer. Buyer may not remove any improvements of any kind or character, or make any alterations, or additional improvements without the written consent of the Seller. Buyer shall use the Real Estate and the improvements thereon carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, or the State of Indiana, and of the City and County where the Real Estate is situated. In the event of Buyer's breach of this covenant and a reentry by Seller, Buyer shall deliver the Real Estate and the improvements thereon to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.~~

~~2. The Buyer represents to the Seller that the Buyer knows, has examined and has investigated to the full satisfaction of the Buyer the physical nature and conditions of the land, the improvements thereon and the fixtures and appurtenances annexed thereto and the personal property agreed to be transferred to the Buyer hereunder; that neither the Seller nor the agent, attorney, employee or representative of the Seller has made any representation whatsoever regarding the subject matter of this sale, or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or condition of the premises or the personal property to be transferred to the Buyer hereunder except as expressly set forth in this agreement; and that the Buyer in executing, delivering and/or performing this agreement, does not rely upon any statement and/or information to whomsoever made or given, directly or indirectly, verbally or in writing, by any individual, firm or corporation. The Buyer agrees to take said premises and the property to be transferred to the Buyer hereunder "as is", as of the date hereof, reasonable wear and tear, and minor damage caused by the removal or property not included in this sale excepted.~~

Buyers and sellers shall comply with all applicable laws, ordinances and regulations of the United States, State of Indiana, County of Lake and City of Hammond.

3. Seller's Right of Inspection. Seller shall have the right to enter and inspect the Real Estate and the improvement thereon at any reasonable time.

4. Buyer's Responsibility for Accidents. As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate and the improvements thereon.

IX

Seller's Remedies on Buyer's Default

Time shall be of the essence of this contract.

In case of failure of Buyer ^{for a period of 60 days,} to make any of the payments as they become due, or any part thereof, or perform any of Buyer's covenants, this contract shall, at the option of Seller, be forfeited and terminated and all payments theretofore made, as well as any improvements or additions to the Real Estate shall be retained and all payments due and unpaid shall be recovered by Seller as rent for the use of the Real Estate, and Seller shall have the right to reenter and take possession of the Real Estate and, in addition, may recover any loss or damage which Seller may sustain by reason of any default; or Seller may sue (after giving the notice required by the next paragraph) and recover all of the unpaid balance of the purchase price which, at the option of Seller, shall become immediately due and payable. All sums payable pursuant to this contract are payable with accrued interest and with attorney fees, without relief from valuation of appraisement laws. The failure or omission of Seller to enforce his rights upon any breach of any of the terms or conditions of this contract shall not bar or abridge his rights upon any subsequent default.

Before Seller shall file in a court of competent jurisdiction any action in respect of this contract, he shall first serve Buyer written notice of the default complained of an Buyer shall have ⁶⁰ ~~sixty~~ days from the posting or service of said notice to correct said default; provided, however no notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer herein. Seller agrees to allow Buyer a sixty day grace period before exercising Seller's remedies upon default in any payments due hereunder.

Buyer agrees to pay the reasonable expense of preparation and delivery of any notice of default, including attorney fees if incurred.

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 and 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.

XI

Additional Covenants

~~If Buyer is not in default and has not been in breach or default under this contract, Buyer may give Seller written notice at least six (6) months prior to the end of each five (5) year period after April 1, 1982 that they wish to extend the maturity an additional five (5) year period with the monthly payments and all other terms and conditions remaining the same with the full unpaid balance then due and payable at the end of the extended five (5) year period, but nevertheless and anything to the contrary notwithstanding the terms of this contract can never be longer than twenty five (25) years.~~

XII

Sellers represent and warrant the following: Sellers warrant that all appliances appendant to the premises or included in this contract, and the heating plant, air conditioning plant, if any, electrical wiring and electrical system, the sewer system, ^{the plumbing system,} and the roof ^{to} are free from defects and in good working order, and not in need of repair, and that there is no water leakage anywhere on the premises as of this date, and said condition will exist as of the date of delivery of possession hereunder.

their knowledge
all

XIII

Sellers agree to pay all of the installments of sellers' existing first mortgage on the premises as they become due, from sellers' own funds. Sellers agree that in the event that buyers partially or fully prepay the principal balance due under this contract, then seller will reduce the principal balance of sellers existing first mortgage so that at no time will the principal balance of the first mortgage exceed the principal balance due hereunder. In the event that seller fails to make any of the installment payments or payments provided for in this paragraph, then buyer may, from buyers' own funds, pay said installments or said prepayments on account of the existing first mortgage and said amount shall be deducted from the principal balance due under this contract. The deed escrowee provided for herein is hereby authorized to credit any said such payments made by the buyers on account of the existing first mortgage as if said sums had been paid directly to the seller in determining when buyers are entitled to delivery of deed.

Ronald Ziolkowski (Seal) BUYER David Michael Peleschak (Seal) SELLER
David M. Peleschak

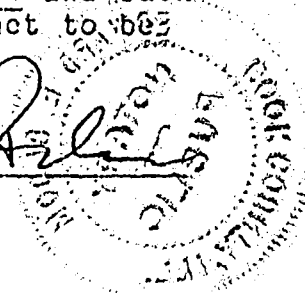
Diane R. Ziolkowski (Seal) BUYER Katherine M. Peleschak (Seal) SELLER
Katherine M. Peleschak

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

Before me, a Notary Public in and for said County and State, on this April 7, 1982 personally appeared RONALD ZIOLKOWSKI and also appeared DIANE M. ZIOLKOWSKI and each acknowledged the execution of the above and foregoing contract to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC




My Commission Expires: March 26, 1986
County of Residence: COOK

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, on this Mar 12, 1982 personally appeared DAVID MICHAEL PELESCHAK and also appeared [Signature] and each acknowledged the execution of the above and foregoing contract to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC
JANICE R. RAINE



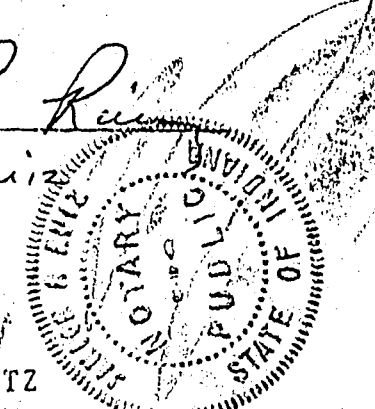
My Commission Expires: NOV 12 1983
County of Residence: LAKE

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, on this March 12, 1982 personally appeared KATHERINE M. PELESCHAK and also appeared [Signature] and each acknowledged the execution of the above and foregoing contract to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC
JANICE R. RAINE



My Commission Expires: NOV 12 1983
County of Residence: LAKE

This instrument was prepared by :

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