

Docket #

Key # 667438

REAL ESTATE CONTRACT

9

THIS CONTRACT, made and entered into by and between RUETH DEVELOPMENT COMPANY - 1006-165TH STREET - HAMMOND, INDIANA, (hereinafter called "Seller") and TIMOTHY C. KENNEDY AND DIANA M. KENNEDY, HUSBAND AND WIFE (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 GRIFFITH, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"): LOT 23, SOUTHWOOD ESTATES 1ST ADDITION TO THE TOWN OF GRIFFITH, LAKE COUNTY, INDIANA AS SHOWN IN PLAT BOOK 52, PAGE 26. ALSO KNOWN AS 1200 WEST ELM PLACE, GRIFFITH, INDIANA.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MAY 3 1 5: PM '82  
WILLIAM BIELSKI 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 SEVENTY SIX THOUSAND AND NO/100 Dollars (\$76,000.00xxx)

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

(a) The sum of SIX THOUSAND AND NO/100 (\$6,000.00) TO BE PAID AT THE SIGNING OF CONTRACTS; LEAVING A BALANCE DUE OF SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)

(b) The sum of \_\_\_\_\_ 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 Purchase Prices includes: Draperies, curtains and curtain rods.

1200 W. Elm Pl  
Griffith 46319

16.00

(c) The sum of SEVEN HUNDRED NINETY EIGHT AND NO/100

----- Dollars (\$798.00xxxxxx) shall be paid, monthly beginning DECEMBER 1, \_\_\_\_\_, 19 81, and on the same date of each month thereafter until DECEMBER 1, \_\_\_\_\_, 19 83. Said monthly payment includes principal and interest amortized over a period of 30 years with interest at 12 % per annum, and real estate taxes and insurance, as follow:

Principal and Interest	\$ 720.03
Real Estate Taxes (Estimated)	\$ 56.47
Insurance (Estimated)	\$ <u>21.50</u>
Total Monthly Payment	\$ 798.00

Said monthly payments as to real estate taxes and insurance shall be increased to the extent of any increases in real estate taxes and insurance rates, upon written notice by Seller to Buyer of the amount of such increases, if any,

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, upon the principal sum unpaid at the beginning of such period. Should the monthly payment not be paid on or before the 5th of the month, payment will be delinquent and the unpaid balance will bear 15% interest during such time as there is a delinquency.

(d) On or before two (2) years from the date of execution of this Agreement, Buyer shall obtain a first mortgage loan sufficient to pay the balance due under this agreement at said time, and upon obtaining such loan Buyer shall pay the entire balance due at that time under this Agreement.

Should Buyer fail to obtain a first mortgage loan and/or fail to pay the balance due under the Agreement within two (2) years from date of this agreement, the balance of the purchase price due at said time shall bear interest at an interest rate per annum computed by adding 2% to the mortgage interest rate per annum prevailing at said time at Peoples Federal Savings and Loan Association of East Chicago, Indiana; and the monthly payments of principal and interest shall be recomputed on the basis of a 28 year amortization period, and such recomputed monthly payment plus real estate taxes and insurance, shall be due and payable on the same date each month as previous monthly payments were due and payable, until the remainder of the purchase price with interest, has been paid in full.

(d) All payments due hereunder shall be made to RUETH DEVELOPMENT COMPANY located at 1006 - 165th Street, Hammond, Indiana 46324, 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 unpaid balance. 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 pay the taxes on the Real Estate by making monthly payments to Seller, who shall pay such taxes when same are due.

2. Assessments. Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate.

3. Penalties. Buyer agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such assessments or charges.

4. Insurance. Buyer agrees to keep the improvements included in the Real Estate insured under fire and extended coverage 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 the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Buyer, as their respective interest may appear, and shall be delivered to and retained by Seller during the continuance of this contract. Buyer shall pay the premiums for such insurance by making monthly payments to Seller, who shall pay such premiums when same are due.

5. Seller's Right to Perform Buyer's Covenants. If Buyer fails to perform any act or to make any payment required of him by this Article III, Seller shall have the right at any time, without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of Seller to perform any act or to make any payment required of Buyer.

The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or make any payment required by him under this Article III.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Seller, either (a) be payable to Seller by Buyer within 30 days after demand, or (b) be added to principal. In any event such payments and such costs and expenses shall bear interest from the respective dates of making payment or incurring costs and expenses.

#### IV

##### Possession

Seller shall deliver to Buyer full and complete possession of the Real Estate DECEMBER 1, 1981

#### V

##### Evidence of Title

If Buyer is not in default under this contract, Seller, at its expense, shall furnish Buyer evidence of title in the form of a commitment for an owners title insurance policy of a reputable title insurance company in the amount of the purchase price 30 days prior to payment in full of the balance due under this agreement. Such evidence of title shall show title in Seller subject to current taxes not yet due and payable, and to restrictions and easements of record as of the date of this agreement.

Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Buyer of all his covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate subject to restrictions and easements of record as of the date of this contract.

#### VI

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

Seller shall have the right to maintain or to obtain, without Buyer's consent, a loan or loans secured by mortgage on the Real Estate, and the right to renew any such loan or loans. Seller agrees, however, that the aggregate principal balances of all such loans 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 payments due under this contract. Seller agrees, however, that he will pay all such mortgage loans when due or at such time as Buyer pays in full all sums due under this contract, and Seller shall obtain valid releases of all such mortgage loans when they are paid.

#### VII

##### Assignment of Contract

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller; provided, however, that any such consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability hereon.

#### VIII

##### Use of the Real Estate by Buyer, 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 make alterations, changes and make additional improvements only with the written consent of Seller having first been obtained. Buyer shall use the Real Estate 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, of the State of Indiana, and of the City or Town and County where the Real Estate is situated. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the Real Estate to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. Seller's Right of Inspection. Seller shall have the right to enter and inspect the Real Estate at any reasonable time upon 48 hours notice to Buyer.

3. 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.

## IX

### Seller's Remedies on Buyer's Default

Time shall be of the essence of this contract.

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

(2) Separately or in conjunction with his 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 Buyer 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) interest on the principal from the last date to which interest was paid until judgment or possession is recovered by Seller whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under item (2) (b) above;

(d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this contract;

(e) premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this contract;

(f) 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;

(g) any other amounts (other than payment of the purchase price) which Buyer 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 his right to recover any other sums from Buyer, or to have any other remedy, under this contract) all payments made by Buyer 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 Buyer 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 Seller 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 Buyer specifically waives, to the extent he lawfully may do, his 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.

Buyer acknowledges that under the law of Indiana actions to forfeit and terminate contracts of this nature under some circumstances would require Seller to follow the procedure required to foreclose a real estate mortgage. Buyer hereby waives any right he may have to require Seller, upon Buyer's breach of this agreement, to follow real estate mortgage foreclosure procedures and Buyer hereby consents and agrees that upon Buyer's breach of this agreement, Seller may proceed to forfeit and terminate this agreement as aforesaid.

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 Buyer under this contract, Buyer 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 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 thirty (30) days from the posting of such notice to correct any default; provided, however, only ten (10) 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.

IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this 1st day of DECEMBER, 1981.

RUETH DEVELOPMENT COMPANY

By: [Signature]  
HAROLD G. RUETH-PARTNER SELLER

[Signature]  
TIMOTHY C. KENNEDY BUYER

[Signature]  
DIANA M. KENNEDY BUYER

STATE OF INDIANA)  
COUNTY OF LAKE ) SS

Before me, a Notary Public in and for said County and State, on this 1st day of DECEMBER, 1981, personally appeared TIMOTHY C. KENNEDY AND DIANA M. KENNEDY, HUSBAND AND WIFE 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]  
HAROLD G. RUETH Notary Public

My Commission expires: 8-19-84 Resident of LAKE County.

STATE OF INDIANA)  
COUNTY OF LAKE ) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HAROLD G. RUETH to me known to be a partner of RUETH DEVELOPMENT CO. and acknowledged the execution of the foregoing Contract for and on behalf of said RUETH DEVELOPMENT COMPANY and by its authority.

WITNESS my hand and Notarial Seal.

[Signature]  
VIVIAN HEDINGER Notary Public

My Commission expires: 9-1-85 Resident of LAKE County.

This instrument prepared by CLARENCE H. HARNEY - ATTORNEY AT LAW.