

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Bev. Currie
6123 Garfield
Am 46320

685164

CONTRACT FOR SALE OF REAL ESTATE

This contract made and entered into by and between EVA MAE OLINGER, hereinafter called "Seller", and RICHARD M. CURRIE and BEVERLY A. CURRIE, Husband and Wife, hereinafter called "Buyer".

The subject matter of this contract for sale of real estate is the property commonly known as 6123 Garfield Avenue, Hammond, Lake County, Indiana, and legally described as:

Parcel I: Lot 23 and the North 7½ feet of Lot 24 in Block 2 in Franklin Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 4 page 16, in the Office of the Recorder of Lake County, Indiana.

Parcel II: The South 17 feet of Lot 24 and the North 23 feet of Lot 25 in Block 2 in Franklin Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 4 page 16, in the Office of the Recorder of Lake County, Indiana.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
OCT 27 1 02 PM '82
WILLIAM BIELSKI JR
RECORDER

As the purchase price for the real estate, Buyer agrees to pay Seller and Seller agrees to accept from Buyer the sum of Thirty Thousand Dollars (\$30,000), with a down payment of Two Hundred Dollars (\$200). Purchase price shall be paid as follows: Buyer shall pay the sum of Two Hundred Fifty Dollars and Ninty-four Cent (\$250.94) each month, commencing September 1, 1982 until the balance is paid in full. The unpaid balance of the purchase price commencing with the payment due September 1, 1982 shall bear interest at the rate of eight percent (8%) per annum, such interest to be computed monthly in advance, upon the principle sum unpaid at the beginning of such period. The amount of interest so found due shall be deducted from the amount of aggregate payments made during the succeeding period and the balance of the aggregate of such payment shall be credited against the principle. All payments due hereunder shall be made to Seller at R#2, Box 51B, Section, Jackson County, Alabama 35771, or such other place as Seller shall designate in writing. If in the event that EVA MAE OLINGER, Seller herein, should become deceased prior to the balance being paid in full, then the balance due or any other sums due under this contract shall be payable to person(s) designated in Seller's Last Will and Testament.

8.50

Buyers shall have the privilege of paying without penalty at any time any sum or sums in addition to the payment herein required, with deduction in interest for early payoff of balance.

Buyer agrees to assume and pay the taxes on the real estate commencing on the first day of May, 1983, and all installment of taxes due and payable thereafter. Buyer further agrees to pay any assessments or charges upon or applying to the real estate for any public or municipal improvements. Buyer agrees to pay any penalties, whether in form of interest or otherwise in connection with the late or untimely payment of any taxes, assessments or charges. Buyer further agrees to keep the improvements included in the real estate insured under fire and extended coverage policies and to pay the premiums of such insurance policies as they become due in an amount not less than the balance of the purchase price due hereunder and 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 shall deliver to Buyer full and complete possession of the real estate as soon as possible, but not later than August 20, 1982. Any utilities due on the real estate shall be paid by the Seller to the date possession is given.

Buyer shall maintain said real estate in a same or similar condition as at the time that they take occupancy, and may make alterations, changes or additional improvements without the written consent of the Seller having been first obtained. Buyer shall use the real estate carefully and shall keep same in good repair at his own expense. Buyer shall not commit waste on the real estate, and his occupancy of the real estate shall comply with all applicable laws. Buyer assumes all risks and responsibilities for accidents or damages to person or property arising from the use of or in or about the real estate.

The Seller agrees upon the payment of the unpaid balance aforesaid with interest at the time and manner heretofore set out and the prompt and full performance by the Buyer of all covenants and agreements herein made that she will convey to the Buyer by Warranty Deed the above described real estate subject to all taxes, assessments, and recorded restrictions, municipal, and zoning ordinances. The Seller shall pay the usual title company's charges for a search of said title and to qualify her for such title insurance.

Time shall be of the essence of this contract.

Seller's Remedies on Buyer's Default

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 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.

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 reasonable expense, including attorney's fees,

