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PIONEER NAT'L TITLE INS.
HIGHLAND, INDIANA

686068

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REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 29th day of October, 1982, by and between JEFFREY D. EVANS and CYNTHIA D. EVANS, husband and wife, hereinafter referred to as the "Seller", and LONNIE D. NATELBORG and BONNIE L. NATELBORG, husband and wife, hereinafter referred to as the "Buyer",

WITNESSETH:

1. That the Seller in consideration of the money to be paid and the covenants as herein expressed to be performed and fulfilled by the Buyer (the payment of said money and prompt performance of said covenants being a condition precedent, and time of the essence of said contract) hereby agree upon the making of such payments and the performance of said covenants to sell to the said Buyer, the real estate hereinafter described, situated in Lake County, Indiana, to-wit:

Lot 4 in Olthof's Addition to the Town of Munster, Block Two, as per plat thereof, recorded in Plat Book 48 page 22, in the Office of the Recorder of Lake County, Indiana,

together with improvements thereon, as is, commonly known as 8136 Fredericks, Munster, Indiana, 46321; and the Buyer in consideration thereof, hereby agrees to purchase said real estate and improvements and to pay the Seller therefor the sum of ONE HUNDRED EIGHTY EIGHT THOUSAND and NO/100 DOLLARS (\$188,000.00) at the time and in the following manner, to-wit:

(a) FORTY THOUSAND DOLLARS (\$40,000.00) in cash, the receipt whereof is hereby acknowledged.

(b) The balance of ONE HUNDRED FORTY EIGHT THOUSAND and NO/100 DOLLARS (\$148,000.00) then remaining shall be paid as follows: principal and interest at 5% per annum in monthly installments of SEVEN HUNDRED NINETY FOUR and 50/100 (\$794.50) commencing on the 1st day of November, 1982, and the 1st day of each month thereafter, but payable in full five (5) years from date. Buyer is to pay taxes and insurance as they fall due.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
NOV 3 12 12 PM '82
WILLIAM BIELSKI
RECORDER

[Handwritten signature]

In addition to the interest hereabove provided the Purchaser shall pay a late charge of \$50.00 in the event that any payment due hereunder is 15 days late in receipt by the Purchaser and an additional \$50.00 for every additional five days of lateness of receipt.

Purchaser may prepay on the principal balance hereof only on the anniversary date hereof but at said date in any amount desired by the Purchaser without penalty.

The parties hereto in aid of this contract of sale have established an escrow trust with the Pioneer National Title Insurance Company in Lake County, Indiana for purposes of holding a fully executed deed during the term of this contract.

(c) Buyer agrees to pay said entire sum without relief from valuation and appraisal laws with reasonable attorney's fees in case of non-payment.

(d) The Buyer shall procure fire, extended coverage, and windstorm insurance, in the name of the Seller in some company approved by the Seller, endorsed loss, if any, payable to the Buyer and Seller as their interest may appear, in the sum of ONE HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$188,000.00) fire insurance, and ONE HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$188,000.00) tornado insurance and in due seasons pay all taxes and assessments for all purposes and on all kinds whatsoever levied or assessed upon said real estate, except as otherwise provided in subparagraph (b).

2. It is understood that any acceptance by the Seller of payments made after the same mature hereunder, shall not operate as an extension of time for other payments hereunder and in no manner alter the terms and conditions hereof.

3. The Buyer agrees that he will not make any alterations upon the real estate without the written consent of the Seller; and the Buyer covenants and agrees that they will keep the improvements located on said real estate in as good condition or better subject to ordinary wear and tear as they are now; that said Buyer agrees to comply and abide by all laws of the Federal, State and Municipal Governments, and the rules and regulations of any administrative board or body thereof; that the Seller is privileged to inspect said premises during the term of this contract at all reasonable times; that

the Buyer shall not permit or allow any mechanics or other liens to be placed against the said property that might prejudice the Seller's rights therein.

4. That the Buyer shall not and will not transfer or assign this agreement or any of their interest therein, and that no transfer or assignment shall be made by the Buyer without the previous written consent of the Seller and that any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, but shall render this contract null and void at the election of the Seller.

5. No extension, change, modification or amendment to or of this instrument, of any kind whatsoever shall have any force or effect whatsoever, except the same shall be endorsed in writing on this agreement and be signed by the parties hereto.

6. The Seller agrees upon the payment of the unpaid balance aforesaid with principal and interest at the time and manner heretofore set out and the prompt and full performance by the Buyer of all of the covenants and agreements herein made that they will cause to be conveyed to the Buyer by Warranty Deed, the above described real estate subject to all taxes, assessments and recorded restrictions, municipal and zoning ordinances, any defects created by the Buyer, if any, and other conditions herein provided.

7. Provided always that these presents are upon the conditions that in case of the failure of the Buyer, their heirs, executors or administrators, to make the payments required to be made as herein provided or in the performance of all or either of the covenants and promises on their part to be performed and fulfilled, the said Seller, their successors or legal representatives, shall have the right to declare this contract forfeited and void and thereupon to recover all the installments due and unpaid, together with interest thereon, as

rent for the use and occupation of said real estate and to take possession thereof, and to regard the person, or persons in possession on such termination of this contract, as tenants holding over without permission (if that should be necessary to gain prompt possession of said real estate) and to recover all damages sustained by such holding over without permission or by means of any waste committed or suffered on said real estate, and thereupon all interest of said Buyer in and to the above described premises shall cease and terminate, and said Seller shall retain all the money which may have been paid by the Buyer, as well as any improvements or additions to the real estate, as rent for the use of said property by said Buyer until the time of such forfeiture. It is further agreed and understood between the parties hereto that the terms and conditions hereof shall inure to and be binding upon the parties, their heirs and legal representatives and that time is of the essence of this contract.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SELLER:

BUYER:

Jeffrey D. Evans
Jeffrey D. Evans

Cynthia D. Evans
Cynthia D. Evans

Lonnie D. Natelborg
Lonnie D. Natelborg

Bonnie L. Natelborg
Bonnie L. Natelborg

STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said county and State this 29th October, 1982 personally appeared Jeffrey D. Evans and Cynthia D. Evans, husband and wife and Lonnie D. Natelborg and Bonnie L. Natelborg, husband and wife and acknowledged the execution of the foregoing Contract. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Janis R. Bloom
Janis R. Bloom, Notary Public

My Commission Expires: 2-6-84
County of Residence: Lake

This instrument was prepared by: Paul B. Huebner