

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

702832

THIS CONTRACT, made and entered into by and between KENNETH E. COUCH and

KATHRYN M. COUCH, Husband and Wife--- (hereinafter called "Seller") and

JAMES M. FEGES and HELEN FEGES, 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 Lake, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"):

Lot 8, Plum Creek Village Second Addition, to the Town of Schererville, as shown in Plat Book 47, page 32, in Lake County, Indiana.

Commonly known as 1354 Pine Court, Schererville, Indiana 46375.

upon the following covenants, terms and conditions:

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
MILLARD GIBSON JR
RECORDED
APR 1 20 PM '83

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 One Hundred Seventy Thousand Dollars (\$ 170,000.00).

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

(a) The sum of Fifty Thousand Dollars (\$ 50,000.00)

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.

(b) The sum of One Thousand Ninety Dollars and Fifty-six Cents Dollars (\$ 1,090.56)

shall be paid monthly, beginning May 1, 1983, and on the same date of each month thereafter, until April 1, 1990, at which time Buyer agrees to have paid the remainder of the balance in full regardless of prevailing interest rates at that time.

(c) The unpaid balance of the purchase price shall bear interest at the rate of 10% per annum, such interest to be computed monthly, in advance, on the first day of each month upon the principal 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 payments shall be credited against the principal.

(d) All payments due hereunder shall be made to Seller at 1354 Pine Court, Apt. #1, Schererville, Indiana 46375 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 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.

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Taxes, Assessments and Insurance

1. Taxes. Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable ** See Addendum and all installments of taxes due and payable hereafter.

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 taxes, 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 interests may appear, and shall be delivered to and retained by Seller during the continuance of this contract.

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 at the time of closing (3-31-83) except as to Unit #1 and owner's 1/2 of garage, which will be delivered within 30 days of closing. After one days from the date hereof Seller shall pay to Buyer \$ 25.00 per day for each day Seller withholds possession of the Real Estate from Buyer. Such payment, however, shall not serve to extend the date upon which possession must be delivered to Buyer. Buyer's right of possession shall continue until terminated pursuant to Article IX "Seller's Remedies on Buyer's Default." All utilities shall be paid by Seller to the date possession is given.

V

Evidence of Title

(If title evidence is furnished herewith, strike paragraph B.)

A. Seller has furnished Buyer an

~~abstract of title~~

(strike one)

owner's title insurance policy

disclosing marketable title to the Real Estate to January 31, 1983

subject, nevertheless, to the following exceptions: (insert date)

A mortgage dated Dec. 28, 1977 and recorded Dec. 30, 1977 as Document No. 446901, to Gary National Bank, Gary, Indiana, now known as Gainer Bank, National Association, to secure one note for \$100,000.00.

(If title evidence is to be furnished after execution of this contract, strike paragraph A.)

~~xxxxxx Seller will furnish xxxxxx~~

~~abstract of title~~

(strike xxx)

~~disclosing marketable title~~

~~to the Real Estate to xxxxxxxx (a) xxxxxxxx (b) xxxxxxxx~~

A title insurance policy furnished under this contract shall be in the amount of the purchase price and shall be issued by an insurer satisfactory to Buyer.

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 or omissions of Seller or by any judicial proceeding affecting the Real Estate shall be borne by Seller.

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 a date on or before the date of this contract and all taxes and assessments which are Buyer's obligations.

BEF not [Signature]

VI

Seller's Right to Mortgage the Real Estate

Seller shall have the right 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 be be rented, leased, or occupied by persons other than Buyer. Buyer may make alterations, changes and make additional improvements (only with ~~without~~ 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 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.

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.

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 sixty (60) days from the posting of such notice to correct any default; provided, however thirty (30) 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. ~~or if no rate is stated, the rate shall be the rate in effect at the time of the execution of this contract.~~

XI

Additional Covenants

** See Addendum.

The provisions contained in the attached Addendum hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

In WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this

31st day of March, 1983.

<u>James M. Feges</u> JAMES M. FEGES	BUYER	<u>Kenneth E. Couch</u> KENNETH E. COUCH	SELLER
<u>Helen Feges</u> HELEN FEGES	BUYER.	<u>Kathryn M. Couch</u> KATHRYN M. COUCH	SELLER.

STATE OF INDIANA
COUNTY OF LAKE

SS:

Before me, a Notary Public in and for said County and State, on this 31st day of March, 1983
personally appeared Kenneth E. Couch
and also appeared Kathryn M. Couch
and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Christine S. Melton
Christine S. Melton Notary Public
Resident of Lake County

My commission expires: January 20, 1985

STATE OF INDIANA
COUNTY OF LAKE

SS:

Before me, a Notary Public in and for said County and State, on this 31st day of March, 1983
personally appeared James M. Feges
and also appeared Helen Feges
and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Christine S. Melton
Christine S. Melton Notary Public
Resident of Lake County

My commission expires: January 20, 1985

This Instrument was prepared by Thomas J. Scully III, 506 Ridge Road, Munster, IN 46321 Attorney at Law.

ADDENDUM TO CONTRACT FOR CONDITIONAL SALE
OF REAL ESTATE BETWEEN KENNETH E. COUCH
and KATHRYN M. COUCH, SELLER, and JAMES M.
FEGES and HELEN FEGES, BUYER

Article XI

Automatic Acceleration of Contract Balance

Notwithstanding anything in this agreement to the contrary, the unpaid balance, including accrued interest and other obligations due hereunder, shall be due and payable in full on or before April 1, 1990. At said time, said entire amount of unpaid principal, interest and other obligations shall be fully paid by the Buyer to the Seller.

Article XII

Any and all payments under this contract are due on the first of the month.

Article XIII

Late Payments

Any monthly installments received by Seller after the tenth day of month in which they are due are subject to a late charge of four (4%) percent of that month's payment.

Article XIV.

Fire Insurance Proceeds

In the event of a fire or other casualty resulting in payment under policies of insurance herein of a sum in excess of \$10,000.00, the proceeds shall be placed in an interest bearing escrow to be held by Seller. Payments for the work of repair or replacement shall be made from said escrow pursuant to the repair or replacement agreements.

In the event any such insurance proceeds equal or exceed the unpaid balance due from time to time under this Contract, the Buyers may, in their sole discretion, elect to

have Seller retain such proceeds in an amount equal to the unpaid principal balance, interest and all other charges then due Seller and apply the same towards payment in full of all sums due under this Contract. The balance of any such proceeds so applied shall be the property of Buyers and promptly paid to them.

In the event the repair or replacement exceeds the amount in escrow, the Buyers shall first apply Buyers own funds toward the repair or replacement of the premises, in an amount sufficient to complete such repairs or replacement, before the insurance proceeds in escrow are disbursed.

In addition to the foregoing or as a part of it, the Buyer shall purchase and maintain in force a homeowner's insurance policy including not only fire and extended coverage, but general and comprehensive liability for bodily injury and property damage with limits of not less than \$500,000.00 per occurrence. Such homeowner's insurance policy shall be issued in the name of the Seller and Buyer, as their respective interest may appear, and a memorandum thereof shall be delivered to and retained by the Seller during the continuation of this contract. Gary National Bank, as Mortgagee, shall be named co-insured on all insurance herein required.

Article XV

Real Estate Taxes

All real estate taxes due in 1983 and previous years shall be the liability of and be paid for by the Seller. Seller shall also pay taxes on the first ninety (90) days of 1983 payable in 1984 or 90/365th of the 1983 tax bill payable in 1984. Buyer shall pay and be responsible for all real estate taxes payable in 1984 except as set forth above and all subsequent years.

Article XVI

Utility Payments

Buyer shall be responsible for all Public Utility charges incurred subsequent to March 31, 1983. Seller shall promptly pay all utility charges incurred on or before March 31, 1983.

Article XVII

Proration of Rents

It is agreed between the parties that all rents will be prorated as of the date of closing.

Article XVIII

Assignment of Rents

The Buyers hereby acknowledge the existence of an Assignment of Rents, executed between Sellers and the Gary National Bank, dated December 28, 1977, and recorded December 30, 1977, as Document No. 446902, given as additional security for a mortgage, and Buyers hereby assume and agree to be bound by and perform the terms and conditions thereof as if they had been party thereto as Sellers.

Article XIX

Assumption of Existing Mortgage

The Sellers, so far as they are authorized to do so, assign any and all rights to their existing mortgage to the Buyers. Sellers, as a material inducement for Buyers to enter into this Contract, hereby represent to Buyers that the existing mortgage on the premises between Sellers and the Gary National Bank, is assumable by financially qualified buyers of the premises at the interest rate and terms stated in said mortgage.

In the event Sellers are delinquent in any payments to the Gary National Bank required by the existing mortgage, Buyers are hereby authorized to make and pay such payments for and on behalf of Sellers to the Gary National Bank, deducting any such amounts so paid from the monthly payments required of Buyers by this Contract. Sellers further agree that they will cause the Gary National Bank to serve any notice of delinquent mortgage payments upon Buyers at the address of the premises.

Article XX

Escrow of Warranty Deed

Sellers and Buyers further agree that, at the time of execution of this Contract, Sellers shall deposit a fully executed Warranty Deed as required by this Contract with the Chicago Title Insurance Company, as Escrow Agent, in Chicago Title Insurance Company's standard form of Escrow Agreement. The terms and conditions of said Escrow Agreement shall be to the effect that upon full and complete performance by Buyers of all the terms and conditions of this Contract, the Escrow Agent shall deliver the fully executed Warranty Deed to Buyers.

Article XXI

Assignment of Contract

Notwithstanding any other terms or conditions herein to the contrary neither Sellers nor Buyers may sell or assign this contract, their interest therein, or their interest in the Real Estate, without the written consent of the other, provided, however, that any such consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability hereon.

DATED THIS 31st DAY OF March, 1983.



JAMES M. FEGES BUYER



KENNETH E. COUCH SELLER



HELEN FEGES BUYER



KATHRYN M. COUCH SELLER