

- c. **Insurance.** Purchaser shall keep the improvements on said real estate insured under fire and extended coverage policies and pay the premiums on such insurance policies as they become due. Such insurance shall be obtained from companies approved by Vendor and in an amount not less than the balance of the purchase price due hereunder, or to the full extent of their insurable value, if that is less. Such policy or policies shall be issued in the names of Vendor and Purchaser, as their respective interests may appear, and shall be delivered to and retained by Vendor during the continuance of this agreement.
- d. **Payment by Vendor.** Upon failure of Purchaser to pay taxes or assessments or provide insurance as hereby required, Vendor, without further notice, may pay such taxes or assessments or provide such insurance and add the costs thereof to the principal balance due.

3. Possession.

Purchaser shall have full and complete possession of the Real Estate on _____
August 1, 1983. Purchaser's right of possession shall continue so long as Purchaser complies with all the terms and conditions of this agreement and performs all the covenants made in this agreement.

4. Evidence of Title.

Vendor has furnished Purchaser with satisfactory evidence of title to the Real Estate which shows a merchantable title to the Real Estate in Vendor as of the date thereof. Any further evidence of title shall be obtained at the expense of Purchaser. Vendor shall have the right to retain possession of any abstract of title until the entire purchase price for the Real Estate has been paid.

5. ~~Vendor's Right to Mortgage the Real Estate.~~

~~Vendor shall have the right to obtain, without further consent by Purchaser, a loan secured by a mortgage on the Real Estate, and also shall have the right to renew or increase any such mortgage loan. However, the balance due in respect of any such mortgage loan at no time shall exceed the unpaid balance of the purchase price due hereunder. If Vendor encumbers the Real Estate by a mortgage and defaults thereunder, Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this contract. Vendor shall pay any such mortgage loan when due or at such earlier time as Purchaser pays in full the unpaid balance of the purchase price hereunder.~~

6. Mechanic's Liens.

Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Vendor at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the Lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Vendor, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid Mechanic's Lien.

7. Indemnification and Release.

Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Vendor, Purchaser shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected against by insurance. If Vendor shall, without fault, become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Vendor harmless. The indemnification provided by this section shall include Vendor's legal costs and fees in connection with any such claim, action or proceeding. Purchaser does hereby release Vendor from all liability for any accident, damage or injury caused to person or property on or about the Real Estate, whether due to negligence on the part of Vendor and notwithstanding whether such acts or omissions be active or passive. Vendor and Purchaser do each hereby release the other from all liability for any accident, damage or injury caused to person or property, provided this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

8. Covenants of Purchaser.

Purchaser covenants not to sell, assign, pledge, mortgage, encumber or transfer its interest in this contract nor Purchaser's interest in the Real Estate without the written consent of Vendor nor to permit an assignment of Purchaser's interest hereunder by operation of law.

9. Bankruptcy of Purchaser.

If Purchaser is adjudicated a bankrupt, or in the event there shall be filed by or against Purchaser in any court pursuant to any statute, either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Purchaser's property, or if Purchaser makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, and such condition is not thereafter set aside or duly appealed, this contract and all of Purchaser's rights hereunder shall automatically terminate without any further act by either party hereto.

10. Use of the Real Estate by Purchaser; Vendor's Right of Inspection; Purchaser's Responsibility for Accidents.

- a. Use. The Real Estate shall not be rented, leased or occupied by persons other than Purchaser, nor shall any of the improvements now or hereafter placed thereon be changed, remodeled, or altered in any way unless Purchaser shall first obtain the written consent of Vendor. No additional improvements shall be placed on the Real Estate by Purchaser unless written consent of Vendor shall have been first obtained. Purchaser shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair at his expense. Purchaser shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Purchaser shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.
- b. Vendor's Right of Inspection. Until purchase price is paid in full, Vendor may enter and inspect the Real Estate and the improvements thereon at any reasonable time.
- c. Purchaser's Responsibility for Accidents. Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person or property arising from his use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying liability insurance, in an amount satisfactory to the Vendor, insuring the Vendor's liability as well as the Purchaser's.

11. Vendor's Remedies on Purchaser's Default.

Time shall be of the essence of this agreement. If Purchaser fails to pay any installment of the purchase price or interest thereon, or any installment of taxes on the Real Estate, or assessment for a public improvement, or any premium of insurance, as the same

becomes due, and if such failure continues for a period of sixty (60) days after written notice identifying this default is given to Purchaser; or if Purchaser fails to perform or observe any other condition or term of this agreement and such default

continues for a period of thirty (30) days after written notice identifying such default is given to Purchaser; then Vendor may, at his option:

- a. ~~Cancel this agreement and take possession of the Real Estate, and remove Purchaser therefrom, or those holding or claiming under him, without any demand to the extent permitted by applicable law.~~
- b. Declare the entire unpaid balance of this contract immediately due and payable, and in such event, Vendor may pursue whatever remedies, legal or equitable, are available ~~to collect the entire unpaid balance of the purchase price.~~
- c. Exercise any ~~other~~ remedies available at law, or in equity.

The remedies herein provided shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy at any time shall not operate as a waiver of the right of Vendor to exercise any remedy for the same or any subsequent default at any time thereafter. In the event of Vendor's cancellation after default by Purchaser, all rights and demands of Purchaser under this contract and in and to the Real Estate shall cease and terminate and Purchaser shall have no further right, title or interest, legal or equitable, in or to the Real Estate and Vendor shall have the right to retain all amounts theretofore paid by Purchaser as agreed payment for Purchaser's possession of the Real Estate prior to default. Such retention shall not bar Vendor's right to recover damages for unlawful detention of the real estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by Vendor, including reasonable attorney's fees incurred by Vendor in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchaser.

12. Covenants of Vendor.

Upon payment by Purchaser of all amounts due hereunder in full and performance by Purchaser of all covenants and conditions, Vendor shall convey the Real Estate to Purchaser by general warranty deed, subject, however, to: all conditions, easements, high-ways, rights-of-way, restrictions and limitations now of record; rights of persons in possession; the lien of all unpaid taxes and assessments for public improvements and other encumbrances which, by the terms of this agreement, are to be paid or assumed by Purchaser or which are made or suffered by Purchaser; and the provisions of applicable zoning laws.

13. General Agreement of Parties.

All covenants hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mails by Certified or Registered Mail, postage prepaid:

- (1) If to Vendor, at the foregoing address at which payments are to be made, unless Purchaser is otherwise notified.
- (2) If to Purchaser, at P. O. Box 6194, Gary, Indiana

Such addresses may be changed by either party by written advice as to the new address delivered as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

IN WITNESS WHEREOF, Vendor and Purchaser have executed this instrument on this 29th day of July, 1983, and if this instrument is executed in counterparts, each shall be deemed an original.

Signature Robert H Hull
Printed ROBERT HULL

Signature X Peter Zagorac
Printed X Peter Zagorac

Signature _____
Printed _____
PURCHASER

Signature _____
Printed _____
VENDOR

Vendor's Acknowledgment

STATE OF _____ }
COUNTY OF _____ } SS:

Before me, a Notary Public in and for said County and State, personally appeared Peter Zagorac and Robert Hull who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notary Seal this 29th day of July, 1983.

My commission expires 7/24/84 Signature Jeffery Oliveira
Printed JEFFERY OLIVEIRA, Notary Public

This instrument was prepared by Jeffery Oliveira, 7895 Broadway, Merrillville, Indiana, attorney at law.

LAND CONTRACT

FROM
PETER ZAGORAC
TO
ROBERT HULL

Return to law offices of:
Jeffery Oliveira
7895 Broadway, Suite N
Merrillville, IN 46410
(219) 769-3383