

annum, such interest to be computed annually, in advance, on April 15th of each year, 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 preceding period and the balance of the aggregate of such payments shall be credited against the principal due.

- (d) All payments due hereunder shall be made to GOLDA M. LINDSAY, 616 Northwest, Princeton, Indiana 47670, or at such other place as Seller shall designate in writing.

II.

Prepayment of the Purchase Price

Buyers shall have the privilege of paying, at any time, any sum or sums in addition to the monthly 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 Buyers make any payment that constitutes full payment of the purchase price.

III.

Taxes, Assessments and Insurance

1. Taxes. Buyers agree to assume and pay the prorated share of taxes on the Real Estate beginning with the installment payable May, 1984, for 1983 tax assessments, said prorated share being computed from date of execution of this contract through June 30, 1983, and all installments of taxes due and payable thereafter, commencing with the November, 1984, installment for 1983 tax assessments.
2. Assessments. Buyers agree to pay all assessments for municipal or other public improvements completed after January 1, 1983.
3. Insurance. Buyers agree to keep the improvements on said 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 no less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Buyers, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this Agreement.

4. If the Buyers fail to take out or pay for insurance provided for herein or to make any payment of taxes or assessments herein provided for them to pay, the Seller may, without notice, pay the same when due and add such amount to the principal of this contract, and such amount shall bear interest from the date of payment at the rate and in the manner provided for other principal of this contract, provided that the exercise of this right of payment by the Seller on any occasion shall not waive her right to declare a termination of this contract for failure to perform the same for any future failure to pay, nor shall any payment or payments thus made by Seller constitute an estoppel to declare a forfeiture of this contract for a subsequent failure to pay any other payment required of Buyers to be paid.

5. Buyers shall provide written proof to Seller of payment of taxes and insurance premiums at least fifteen days prior to payment due-date for each such payment.

IV.

Possession

Seller shall deliver to Buyers full and complete possession of the Real Estate upon execution of this Contract. Seller shall pay to Buyers Twenty-five Dollars (\$25.00) per day for each day Seller withholds possession of said premises from Buyers. Such payment, however, shall not serve to extend the date upon which possession must be delivered to Buyers. Buyers' right of possession shall continue so long as Buyers comply with all the terms and conditions of this Agreement and perform all the covenants made by them in this Agreement. All utilities shall be paid by Seller to the date possession is given.

V.

Evidence of Title

The Seller will furnish Buyers with evidence of merchantable title to the Real Estate as of delivery of Warranty Deed pursuant to terms of this Contract. Any further title evidence shall be at the expense of the Buyers, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of the Seller is to be borne by the Seller.

And the Seller covenants and agrees with the Buyers that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the Buyers of all his covenants and agreements herein made, that she, the Seller, will convey or cause to be conveyed to the Buyers, by Warranty Deed, the above described real estate subject to all taxes and special assessments and to all the other conditions herein provided.

VI.

Seller's Right to Mortgage the Real Estate

Seller shall have the right to obtain, without Buyers' consent, a loan secured by mortgage on the Real Estate, and the right to renew any such mortgage loan. Seller agrees, however, that the balance due in respect of any such mortgage loan shall never exceed the unpaid balance of the purchase price due hereunder. If Seller encumbers the Real Estate by a mortgage, Buyers shall have the right to make any omitted payment or payments and to deduct the amount thereof from the next payment or payments due under this contract. Seller agrees, however, that she will pay any such mortgage loan when due or at such time as Buyers pay in full the unpaid purchase price hereunder.

VII.

Assignment of Contract

The Buyers may not sell or assign this Contract without the written consent of the Seller, provided, however, any consent herein required shall not be unreasonably withheld, and provided that no assignment hereof shall operate to relieve either party from liability hereon.

VIII.

Use of the Real Estate by Buyers', Seller's
Right to Inspection and Buyers' Responsibility for Injuries

1. Use. The Real Estate may not be rented, leased, or occupied by persons other than the Buyers, and their family. Buyers may make alterations, changes and make additional improvements only with the written consent of the Seller having first been obtained. Buyers shall use the Real Estate and

the improvements thereon 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 the Buyers or of an assignee of the Buyers to obtain a lien or attachment against the Seller's interest herein. Buyers shall not commit waste on the Real Estate. In their occupancy of the Real Estate the Buyers shall comply with all laws, ordinances, and regulations of the United States of America, the State of Indiana, the County of Lake and the City of Hobart, Indiana. In the event of the Buyers' breach of this covenant and re-entry by Seller, the Buyers shall deliver the Real Estate and the improvements thereon 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 and the improvements thereon at any reasonable time.

3. Buyers' 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 and the improvements thereon.

IX.

Seller's Remedies on Buyers' Default

Time Shall Be of the Essence of This Agreement.

In case of failure of the Buyers to make any of the payments as they become due, or any part thereof, or perform any of Buyers' covenants, this Contract shall, at the option of the Seller, be forfeited and terminated and all payments theretofore made shall be retained by the Seller as rent for the use of said premises, and Seller shall have the right to re-enter and take possession of the premises aforesaid and, in addition, may recover any loss or damage which the Seller may sustain by reason of default, or the Seller may sue and recover any loss or damage which the Seller may

sustain by reason of any default, or the Seller may sue and recover all of said purchase money which, at the option of the Seller, shall become immediately due and payable. All sums payable hereunder are payable with attorney fees, without relief from valuation or appraisal laws. The failure or omission of the Seller to enforce her rights upon any breach of any of the terms or conditions of this Agreement shall not bar or abridge her rights upon any subsequent default.

Before the Seller shall take any legal action to cancel this Contract, she shall first serve on the Buyers written notice of the default complained of and the Buyers shall have thirty (30) days from the posting or service of said notice to correct said default, provided, however, sixty (60) days notice shall be required for the Buyers' default in payment of any monies agreed to be paid by the Buyers herein.

Buyers agree to pay the reasonable expense of preparation and delivery of any notice of default, including attorney fees incurred.

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.

IN WITNESS WHEREOF, the Seller and Buyers have executed this instrument in duplicate on this 8 day of March, 1983.

Golda M. Lindsay
GOLDA M. LINDSAY, Seller

Ronald Makatura
RONALD MAKATURA, Buyer

Marva Makatura
MARVA MAKATURA, Buyer

STATE OF INDIANA)
COUNTY OF Elkhart)

Before me, a Notary Public, in and for said County and State on

