949 Thurray Hanmand 46320

STATE OF INDIANA )

COUNTY OF LAKE )

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## CONTRACT FOR SALE OF REAL ESTATE

This contract made and entered into by and between WILLIAM C. HOWISEN and FLORENCE HOWISEN, hereinafter called "Seller" and RICHARD MARTINEZ and BRENDA J. MARTINEZ, Husband and Wife, hereinafter called "Buyer".

The subject matter of this contract for sale of real estate is the property commonly known as 949 Murray, Hammond, Lake County, Indiana, and legally described as:

Lot Twenty-seven (27), M.M.Towle's Cottage Grove Addition to the Town, now City of Hammond, as shown in Plat Book 1, page 38, in Lake County, Indiana.

Property is sold as is and as shown.

As the purchase price for the real estate, Buyer agrees to pay Seller and Seller agrees to accept from Buyer the sum of Fifteen Thousand Nine Hundred Dollars (\$15,900). Purchase price shall be paid as follows: Buyer shall assume and be responsible for outstanding balance of loan at Associates Finance Services, 6223 Hohman Avenue, Hammond, Indiana of approximately Twelve Thousand Dollars (\$12,000), pay off balance of Seven Thousand Seven Hundred Fifty-three Dollars and Twenty-four Cent (\$7,753.24), payable at Two Hundred Thirty-Three Dollars (\$233) per month. The balance of Five Thousand Six Hundred Forty-Six Dollars and Seventy-six Cent (\$5646.76), payable at Fifty Dollars (\$50) per month, bearing no interest rate, and until purchase price is paid in full, shall be paid directly to Seller in the State of Florida, or such other place as Seller shall designate in writing. If in the event that both WILLIAM C. HOWISEN and FLORENCE HOWISEN Sellers, herein, should become deceased prior to the balance being paid off, then the balance due or any other sums due under this contract shall be considered as paid in full and this contract fully satisfied and no balance shall be due and owing hereunder, with the exception that Associates Finance Services has to be satisfied and paid in full. Buyer also shall pay the Seller Twenty-five Hundred Dollars (\$2500) down payment at time of signing Agreement.

Buyers shall have the privilege of paying without penalty at any time any sum or sums in addition to the payment herein required.

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 subsequent to the first day of July, 1982. 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.

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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 any 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 delievered 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 July 1, 1982. Any utilities due on the real estate shall be paid by the Seller to the date possession is given.

Upon the completion of the terms of this contract Sellers shall deliver full warranty Deed to said Buyers.

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. Buyers 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.

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 is 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 contact.

All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisement 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.

This Agreement entered into this 30 day of June., 1982.

William C. Howisen, Sellet

RICHARD MARTINEZ, BUYER

FLORENCE HOWISEN, Seller

Brenda J. Martinez, Buyer

STATE OF INDIANA )

(COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, on this day of day of 1982, personally appeard WILLIAM C. HOWISEN, FLORENCE HOWISEN, RICHARD MARTINES, and BRENDA J. MARTINEZ and each acknowledged the execution of the above and foregoing Contract for Sale of Real Estate to be his or her voluntary act and deed.

Witness my hand and Notarial Seal.

Marye Olsen, Notary Public Resident of Lake County

My Commission Expires:
NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES OCT 31 1983
ISSUED THRU INDIANA NOTARY ASSOC