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CONDITIONAL SALES AGREEMENT

THIS AGREEMENT made and entered into this 27th day of December, 1981, by and between LUZ E. TORRES, a widow, (hereinafter called "Seller") and DOMINGO G. CAJIGAS and MARIA CAJIGAS, 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 in Lake Station, Lake County, Indiana (hereinafter called "the real estate"):

Lots Forty-three (43), Forty-four (44) and Forty-five (45), in Block Twelve (12) of Third Subdivision to East Gary, as per plat thereof, recorded in Plat Book 11, page 4, in the Office of the Recorder of Lake County, Indiana,

STATE OF INDIANA
LAKE COUNTY
RECORDER
FEB 12 11 37 AM '82

commonly known as 2649 State Street, Lake Station, Indiana upon the following covenants, terms and conditions:

1. As the purchase price for the real estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Ten Thousand Five Hundred Dollars (\$10,500.00) without relief from valuation or appraisement laws and with attorneys fees.

2. The purchase price shall be paid in the following manner:

(a) The sum of Two Thousand Dollars (\$2,000.00) was paid by Buyer to Seller upon the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged by Seller.

(b) The sum of One Hundred Fifty Dollars (\$150.00) shall be paid on the 4th day of January, 1982, and a like sum on the same day of each calender month thereafter until the remainder of the purchase price has been paid in full.

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(c) In addition to the monthly payments provided above, Buyer shall pay the sum of \$150.00 on the 4th day of February, March, April, May, June and July, 1982, and \$100.00 on the 4th day of August, 1982, for a total of One Thousand Dollars (\$1,000.00) which shall be applied to the purchase price.

(d) The unpaid balance of the purchase price shall not bear interest.

(e) All payments due hereunder shall be made to Seller at such place or places as Seller shall designate from time to time.

3. Buyer shall have the privilege of prepaying the purchase price at any time without penalty.

4. Real estate taxes shall be paid by Buyer as the same come due beginning with the payment due in May, 1982.

5. Buyer agrees to keep the improvements on said real estate insured under fire and extended coverage policies and to pay the premiums on such insurance policies as they become due. Such insurance shall be carried with a company approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policies or policy 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 Agreement.

6. Buyer shall pay all assessments for municipal and other improvements becoming a lien after the date of execution of this Agreement.

7. Upon failure of Buyer to pay the taxes or assessments on the real estate or to provide insurance as required herein, Seller may, at his option, pay such taxes or assessments or obtain and maintain such insurance and add the costs thereof to the principal balance of the sales price.

8. Seller shall deliver full and complete possession of the real estate to Buyer upon execution hereof; provided, that possession thereof is subject to the existing tenant's rights, and, provided further, that the parties hereto shall not prorate rents received by Seller prior hereto.

9. The Seller covenants and agrees with the Buyer that upon the payment of the money at the time and in the manner heretofore specified, and the prompt and full performance by the Buyer of all his covenants and agreements herein made, that he, the Seller, will convey or cause to be conveyed to the Buyer, by Warranty Deed, the above described real estate subject to all taxes, easements, and restrictions of record, if any.

10. The Buyer may not sell or assign this Agreement, the Buyer's interest therein or the Buyer's interest in the real estate, without the written consent of the Seller, provided, said consent shall not be unreasonably withheld and provided further that no assignment hereof shall operate to relieve either party from liability hereon.

11. Buyer may make improvements on the real estate only with the written consent of the Seller having first been obtained. No clause in this Agreement shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of the Buyer or of an assignee of the Buyer to obtain a lien or attachment against the Seller's interest herein. Buyer shall not commit waste on the real estate. In his occupancy of the real estate the Buyer shall comply with all applicable laws, ordinances and regulations of all governmental bodies.

12. 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 any improvements thereon.

13. Buyer has inspected the premises thoroughly and accepts the property in its present condition. The parties expressly disclaim any and all warranties concerning the present condition of the improvements on said real estate.

14. Time shall be of the essence of this agreement. In case of failure of Buyer to make any of the payments as they become due, or any part thereof, or perform any of the Buyer's covenants, then all of the said principal sum shall become immediately due and collectible at the option of the Seller, but the omission of the Seller to exercise thereof upon any default as aforesaid shall not preclude it from the exercise thereof upon any subsequent default, and this Agreement may be foreclosed accordingly, or the Seller may pursue any lawful remedy permitted under the laws of the State of Indiana. All sums payable hereunder are payable with attorney fees, without relief from valuation or appraisal laws.

Before Seller shall take any legal action to cancel this agreement or commence foreclosure proceedings, he shall first serve on Buyer written notice of the default complained of and the Buyer shall have fifteen (15) days from the posting or service of said notice to correct said default; provided, that any monthly payment made by Buyer more than ten (10) days after the due date shall be subject to a late payment charge of \$20.00.

Buyer agrees to pay the reasonable expenses of preparation and delivery of any notice of default, including attorney fees if incurred.

15. 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. When either party hereto consists of more than one individual, the obligations herein imposed shall be construed to be joint and several and each

