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Sidney W. Erwin  
69215 County Rd.  
New Paris, Ind 46553

REAL ESTATE AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of June, 1982, by and between SIDNEY W. ERWIN and MARJANNA C. ERWIN, husband and wife, of Elkhart County, State of Indiana, (hereinafter designated "Sellers") and JOSEPH J. KARTJE and LINDA KARTJE, husband and wife, of Lake County, State of Indiana, (hereinafter designated "Purchasers");

WITNESSETH:

That Sellers, in consideration of the sum of Forty-nine Thousand Five Hundred Dollars (\$49,500.00) to be paid them by Purchasers as hereinafter provided, hereby bargain, sell and agree to convey to Purchasers the following described real estate situate in Lake County, State of Indiana, to-wit:

Three (3) lots of Jolida Addition, Town of Griffith, Lake County, Indiana, also known as 706 W. Lake Street, Griffith, Indiana.

1. Payment Schedule and Interest:

The Purchasers, in consideration of the cove~~nt~~ herein contained on behalf of Sellers hereby purchase said real estate from the Sellers and agree to pay to them the sum of Forty-nine Thousand Five Hundred Dollars (\$49,500.00) in the following manner, to-wit: The sum of Five Hundred Ten Dollars (\$510.00) per month commencing July 1, 1982, and a like sum on the first day of each and every month thereafter; interest at the rate of twelve percent (12%) per annum shall be computed monthly on the unpaid principal balance, commencing as of June 1, 1982, and first deducted from the monthly payment and the balance of said payment shall be applied to the principal amount due, and said payments shall continue until all principal and interest provided herein are fully paid. Provided, however, in event Seller's interest rate on their home mortgage is increased as of October 17, 1984, or approximately said date, then the interest rate herein charged Purchasers shall be increased by a like amount as of June 1, 1987.

STATE OF INDIANA  
FILED FOR RECORD  
MAR 25 10 55 AM '85  
RUDOLPH  
RECORDER

In the event Purchasers put a new roof on the residence on said real estate by November 1, 1982, the cost thereof up to Two Thousand Dollars (\$2,000.00) shall reduce the purchase price payable to Sellers.

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The entire amount of the unpaid balance shall be due and payable May 31, 1990 and Purchasers shall have the right to make additional payments on the principal, or to pay the total unpaid principal balance due at any regular payment date.

2. Real Estate Taxes:

Sellers herein agree to pay the taxes for 1981 due and payable in 1982 and taxes for 1982, prorated as of May 31, <sup>(157 days)</sup> 1982, due and payable in 1983. Purchasers herein agree to assume the remaining taxes for 1982 due and payable in 1983 and all taxes and assessments thereafter assessed.

3. Insurance:

Purchasers shall carry insurance for the hazards of fire and extended coverage on the improvements located on said premises in an amount equal to the unpaid balance as of June 1, 1982. Said insurance policy shall show the interest of both the Sellers and the Purchasers, and a copy of the same shall be deposited with the Sellers.

4. Title - Deed:

Sellers agree with the Purchasers that upon the faithful performance by Purchasers of the covenants by them to be performed and upon the payment in full to Sellers of the sums of principal and interest above set forth, that thereupon, said Sellers will execute and deliver to Purchasers a good and sufficient Warranty Deed for said premises, conveying the same to Purchasers in fee simple and free from liens and encumbrances, excepting as herein otherwise provided, and also excepting such liens and encumbrances as may have been placed upon said premises by Purchasers. Sellers further agree to deliver an Abstract of Title to Purchasers showing merchantable title to said real estate to be vested in Sellers.

5. Care of Premises:

Purchasers agree to keep said premises in a reasonable state of repair and agree not to damage the same or commit waste thereon, and Sellers shall have, at any reasonable time, the right to inspect said premises. Any changes, alterations and structural improvements shall be made only with the written approval of Sellers.

6. Debts:

Purchasers further covenant and agree that they will not incur any indebtedness for labor performed or materials furnished upon said premises which might or could result in any manner, in any person, firm or corporation obtaining a mechanic's lien upon said premises, and that they will keep said premises free and clear of all mechanic's and/or other liens of every kind and character. And no contractor, sub-contractor, mechanic, journeyman, laborer, or person performing labor upon, or furnishing materials for such property or improvements thereon, shall be entitled to file, have or hold, any lien upon said real estate or the improvements thereon, and no lien shall attach to said real estate or the improvements thereon on account of any materials furnished for, or labor performed upon said premises.

7. Possession:

Purchasers shall be entitled to possession of said real estate as of June 1, 1982, and shall be entitled to possession for as long as they shall fulfill and perform all of the conditions and agreements upon their part to be fulfilled and performed and shall make the payments of principal and interest to the Sellers in the manner and in the amounts herein set forth and no longer.

8. Delinquency - Grace Period:

If Purchasers shall at any time hereafter, violate or neglect to fulfill any of said agreements, or shall fail, neglect or refuse to make said payments of principal and/or interest, as herein provided for a period of thirty (30) days, they shall,

at the option of Sellers, forfeit all payments made and all rights and claims under this contract; provided, however, that in determining delinquency hereunder any advance payments made of principal (not including interest) prior to such default shall be considered in determining such default; and the relationship of Sellers and Purchasers shall be deemed to be that of landlord and tenant, and tenant shall be deemed to be tenant at will of Sellers and the sums of money paid to Sellers by Purchasers, as herein provided for, shall be and hereby are made a rental for said premises and shall be retained as rental by Sellers, and as liquidated damages sustained by Sellers.

9. Notice to Vacate:

Purchasers agree upon receiving ten (10) days written notice from Sellers, that they will vacate said premises at the expiration of the time fixed in said notice and will deliver the possession of said premises, including all improvements thereon at said time, over to Sellers, without any legal process or action whatever. And it shall be lawful for Sellers at anytime thereafter to sell and convey said premises, or any part thereof, to any other person or persons, without being liable to Purchasers in any manner, or for any sum. Purchasers agree that any delinquent taxes, insurance or other payments may be paid by Sellers and added to the principal balance due hereunder. And in event of attorney's fees incurred in the collection hereof or for enforcement of this agreement, Purchasers shall be liable for a reasonable charge therefor.

10. Assignment:

This contract shall not be sold or assigned by Purchasers at any time.

11. Binding:

This agreement shall be binding upon the parties hereto and upon their respective administrators, executors, heirs, devisees, successors and assigns.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands the day and year first above written.

SELLERS:

Sidney W. Erwin  
Sidney W. Erwin

Marjanna C. Erwin  
Marjanna C. Erwin

PURCHASERS:

Joseph J. Kartje  
Joseph J. Kartje

Linda C. Kartje  
Linda Kartje

State - Ind - Cty - Lake - date - 6-04-82  
Notary - V. Marie Hill - 4-04-85



Prepared by Frank E. Yoder of Yoder, Ainlay, Ulmer & Buckingham  
Goshen, Indiana

State of Indiana, County of Lake, SS:

Before me, a notary public in and for said county and state, personally appeared Sidney W. Erwin and Marjanna C. Erwin and acknowledged the execution of the foregoing Real Estate Agreement this 4 day of June, 1982.

V. Marie Hill  
Notary Public  
Residing in Lake County, IN

My Commission expires:

4-4-85

State of Indiana, County of Lake, SS:

Before me, a notary public in and for said county and state, personally appeared Joseph J. Kartje and Linda Kartje and acknowledged the execution of the foregoing Real Estate Agreement this 4 day of June, 1982.

V. Marie Hill  
Notary Public  
Residing in \_\_\_\_\_ County, IN

My Commission expires:

4-4-85