

Hyatt Legal Services
7018 Ardmore Blvd
Hammond 46324

6815637

CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between JAMES LEE PAYNE and PATRICIA L. PAYNE (hereinafter called "Seller") and DEAN WHITE (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 County, Indiana, (hereinafter called "the Real Estate"):

Lot 17 in Block 5 in Beverly Sixth addition in the City of Hammond as per plat thereof, recorded in Plat Book 29, page 62, in the Office of the Recorder of Lake County, Indiana.

Commonly known as

1564 - 178th Place, Hammond, Indiana

upon the following covenants, terms and conditions:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
AUG 14 10 45 AM '85
RUDOLPH CLAY
RECORDER

I

The Purchase Price and Manner of Payment

1. The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay the Seller and Seller agrees to accept from Buyer the sum of \$35,500.00 without relief from valuation or appraisal laws, and with attorney's fees.

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

(a) The sum of \$1,000.00 was paid by Buyer to Seller at the time of the execution and delivery of this instrument, and the receipt of such sum is hereby acknowledged by Seller.

(b) The sum of \$328.55 shall be paid on the 1st day of each calendar month hereafter, until the 1st day of August, 1988, AT WHICH TIME THE ENTIRE UNPAID PRINCIPAL BALANCE IS DUE AND PAYABLE IN FULL.

(c) The unpaid balance of the purchase price shall bear the interest rate of 11% per annum, such interest to be computed monthly, in advance, on the 1st day of each calendar month, 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 Seller at Seller's residence or at such other place as Seller shall designate in writing.

1150

II

Prepayment of the Purchase Price

Buyer 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 Buyer makes any payment that constitutes full payment of the purchase price.

III

Taxes, Assessments and Insurance

1. **Taxes.** Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable in May of 1986 and all installments of taxes due and payable thereafter.

2. **Assessments.** Buyer agrees to pay all assessments for municipal or other public improvements completed after the date hereof.

3. **Insurance.** Buyer agrees 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 the Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Buyer, as the respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this agreement.

4. If the Buyer fails to take out or pay for insurance provided for herein or to make any payment of taxes or assessments herein provided for him 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 his 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 Buyer to be paid.

IV

Possession

The parties hereto acknowledge that Buyer, at the time of execution of this Contract of Sale, is in possession of the said real estate. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this agreement and perform all the covenants made by him in this agreement. All utilities shall be paid by Seller to the date possession is given.

V

Evidence of Title

The Seller has furnished Buyer with evidence of merchantable title to the Real Estate as of July 8, 1985, which evidence of title, if furnished herewith, it is agreed shows a merchantable title to the Real Estate of Seller as of the date hereof except, as to such that was listed on Schedule A of Commitment No. CO 124057-85 by Ticor, Title Insurance Company on the 8th day of July, 1985. Any further title evidence shall be at the expense of the Buyer, 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 Buyer 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 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 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 Buyer's 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, Buyer 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 he will pay any such mortgage loan when due or at such a time as Buyer pays in full the unpaid purchase price hereunder.

VII

Assignment of Contract

The Buyer may not sell or assign this contract, the Buyer's interest therein, or the Buyer's interest in the Real Estate, 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 Buyer's Responsibility for Injuries

1. Use. The Real Estate may (not) be rented, leased, or occupied by persons other than the Buyer. Buyer may make alterations, changes and make additional improvements (only with) (without) the written consent of the Seller having first been obtained. Buyer 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 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 laws, ordinances, and regulations of the United States of America, the State of Indiana, the County of Lake and the City of Hammond. In the event of the Buyer's breach of this covenant and a re-entry by Seller, the Buyer 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. Buyer's 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 Buyer's Default

Time Shall Be of the Essence of This Agreement.

In case of failure of the Buyer to make any of the payments as they become due, or any part thereof, or perform any of Buyer's 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 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 his rights upon any breach of any of the terms or conditions of this agreement shall not bar or abridge his rights upon any subsequent default.

Before the Seller shall take any legal action to cancel this contract, he shall first serve on the Buyer written notice of the default complained of and the Buyer shall have thirty (30) days from the posting or service of said notice to correct said default.

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

Seller shall not have the right to cancel this contract for nonpayment of any monthly payment prior to the expiration of fifteen (15) days from the due date of such payment.

X

General Agreement 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 and/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.

XI

Additional Covenants

In WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this 26th day of July, 1985.

Jane Le Boyer
SELLER

Robert J. Day
SELLER

[Signature]
BUYER

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Indiana, County of Lake, this 26 day of July, 1985.

Lance Silvian
Notary Public
LANCE SILVIAN
OF LAKE COUNTY, IN

Commission Expires: 6-13-87

This instrument prepared by:

Lance Silvian
Attorney at Law
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