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INSTALLMENT AGREEMENT FOR WARRANTY DEED	Helen M. Jaakkola 39 Warren St, Hamd 5-5000	NO. 74 March, 1968	HO C-418093 _{GEO}
AGREEMENT AND	, this25th	day of <u>January</u>	, 19_86

FOR WARRANTY DEED 5-5000 NO. 74 NO. 7	GEORGE E. COLE* LEGAL FORMS
AGREEMENT, Thus this 25th day of January , 19	86, between
Helen Jaakkola	, Seller, and
LAKE COUNTY TRUST COMPANY as Trustee under Trust No. 3581 WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants h	, Purchaser:
hereby covenants and agrees to convey to Purchaser in fee simple by Seller's <u>Clear</u> warranty de of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County and State of <u>Indiana</u> described as follows:	ed, with waiver y of Lake
Lots 17 and 18 in the block in Homewood assition to the city. Hammond as per Plat thereof recorded in plat book 2 Page 29 3	
office of the recorder in Lake county, Indiana.	DE LECORD
Known as 39 Warren Hammond, Indiana	98° %
and Seller further agrees to furnish to Purchaser on or before When Fully Paid, 19, at the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the	Seller's expense price, issued by

Title Co. ("O be Shown At Onto) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable abstract of title*, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of

Sellers Choice

\$45,000(Fourty Five Thousand Dollars t Ten Per Cent (10%) Dollars in the manner following, to-wit: Buyer agrees to pay Monthly installments of \$500.....and at the of Five years a payment of \$8000. will be

made.... Then the monthly installments of \$500 will continue until

No penalty paid in full. Insurance and Taxes will be paid by Buyer. with interest at the rate of 10 per cent per annum payable on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on

, provided that Purchaser is not then in default under

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 19.22 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The conveyance to be made by Seller shall be expressly subject to the following:

- (a) General taxes for the year 85 ____and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
- (b) All installments of special assessments heretofore levied falling due after date hereof;
- (c) The rights of all persons claiming by, through or under Purchaser;
- (d) Easements of record and party-walls and party-wall agreements, if any;
- (e) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
- (f) Roads, highways, streets and alleys, if any;

Seller has a 60 day repossion Option on Default of Buyer

- 2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.
- 3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at seven per cent per annum until paid.
- 4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.
- 5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.
- 6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferce or assignce any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.
- 7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

- 8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall-be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.
- 9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies
- 10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at seven per cent per annum until paid.
- 11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.
- 12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.
- 13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Scller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.
- 14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.
- 15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.
- 16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly
- 17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.
- 18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail

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to Seller at 52 Locust Hammond, Indiana or to	0
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Purchaser at 39 Warren Hammond, Indiana, or to the las	t
known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall	
be deemed to have been given or made on the date of mailing.	
19. The time of payment shall be of the essence of this contract, and the covenants and agreements hereir	1
contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective	3
parties.	
20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of any	.,
dwelling code violation has heretofore been issued and received by the owner or his agent with respect to any dwell	

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

ing structure on said real estate.

DATE

SEE SIGNATURE PAGE A Scaled and Delivered in the presence of STATE OF INDIANA, LAKE COUNTY ss: On this 26th day of February, 1986, before me, the undersigned, County, personally appeared Helen Jaakkola, and acknowledged the exeuction of the foregoing instrument. (SEAL) WITNESS my hand and official seal. Helen Jaakkola My commission expires: April 18, 1987 (SEAL) Resident of Lake County, Indiana Arlyne K. Royal, Notary Received on within A the following su GEORGE E. COL PRINCIPAL INTEREST

LEGAL FORMS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Purchaser while in form purporting to be the representations, covenants, undertakings and agreements of the Purchaser are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Purchaser or for the purpose or with the intention of binding said Purchaser personally but are made and intended for the purpose of binding the trust property, and this contract is executed and delivered by said Purchaser not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Lake County Trust Company or any of the beneficiaries under said Trust Agreement because of this contract or as a result of any representation, covenant, undertaking or agreement of the said Purchaser in this contract contained, either express or implied, all such personal liability, if any, being expressly waived and released by the Seller herein and by all persons claiming by, through or under said Seller.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice Pres. & Trust Officerand attested by its Asst. Secretary this 26th day of February, 1986.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated _February 20, 1986

dated <u>February 20, 1986</u> and known as Trust No. 3

A tax

Donna L. Campbell, Vice Fresi

and Trust Officer

ATTEST:

By: Cageline Buros

Angeline Bravos, Assistant Secretary

STATE OF INDIANA)

) \$5:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Donna L. Campbell as Vice President and Trust Officer and Angeline Bravos as Assistant Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act acting for such corporation, as Trustee.

Witness my hand and seal this 27th day of February, 1986.

Charlotte L. Keilman - Notary Public

Resident of Lake County

My Commission Expires:

January 20, 1989