

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

843235
AGREEMENT, made this 25th day of January, 1986, between

Helen Jaakkola, Seller, and

LAKE COUNTY TRUST COMPANY as Trustee under Trust No. 3581, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's Clear warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Lake and State of Indiana described as follows:

Lots 17 and 18 in the block in Homewood assition to the city of Hammond as per Plat thereof recorded in plat book 2 Page 28 in the office of the recorder in Lake county, Indiana.

STATE OF INDIANA
LAKE COUNTY
RECORDERS OFFICE
RUDOLPH CLAY
RECORDER
FEB 23 1 25 PM '86

Known as 39 Warren Hammond, Indiana

and Seller further agrees to furnish to Purchaser on or before When Fully Paid, 19 , at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Chicago Title Co. (To be Shown At Once) 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

the price of \$45,000 (Fourty Five Thousand Dollars) At Ten Per Cent (10%) Interest 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 paid in full. Insurance and Taxes will be paid by Buyer. No penalty for with interest at the rate of 10 per cent per annum payable early payoff on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on At Once

Seller May stay on Property 45 days after closing as a tenant, provided that Purchaser is not then in default under this agreement.

First payment will start 3/29/86

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 1982 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 reposession 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 transferee or assignee 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.

*Strike out all but one of the clauses (a), (b) and (c).

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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 Officer and 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 and known as Trust No. 3581.

By: Donna L. Campbell
Donna L. Campbell, Vice President
and Trust Officer

ATTEST:

By: Angeline Bravos
Angeline Bravos, Assistant Secretary

STATE OF INDIANA)
)SS:
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
Charlotte L. Keilman - Notary Public
Resident of Lake County

My Commission Expires:

January 20, 1989