

CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE

4847 Columbia
Hammond 46327

844466

THIS AGREEMENT, made and entered into by and between JAMES EDWARD IGNAS, (hereinafter called "Seller"), and JAMES L. GRAHAM and VICTORIA A. GRAHAM, 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 County, Indiana, (hereinafter called "the Real Estate"):

Lot 96, Block 1 and the South one-half (1/2) of
Lot 95, Block 1, Stafford & Trankles South Central
Calumet Addition, commonly known as 4847 Columbia
Avenue, Hammond, Lake County, Indiana

upon the following covenants, terms and conditions:

1. PURCHASE PRICE: As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of FIFTY-FIVE THOUSAND AND NO/100ths DOLLARS (\$55,000.00) without relief from valuation and appraisal laws and with attorney's fees in the event of default.

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

(a) The sum of Two Thousand Dollars (\$2,000.00) paid by Buyer to Seller at the time of the execution and delivery of this instrument, the receipt of which sum is hereby acknowledged by the Seller.

(b) The balance of Fifty-Three Thousand Dollars (\$53,000.00) shall be paid as follows:

(i) The sum of \$600.00 shall be paid on the 15th day of each calendar month commencing August 15, 1985, with interest as herein provided for a period of sixty (60) months from the date of this Contract, at which time the entire balance, unpaid interest, and other expenses shall be due.

(ii) The unpaid balance of the purchase price shall bear interest at the rate of ten per cent (10%) per annum, such interest to be computed monthly upon the principal sum unpaid at the beginning of such period. The amount of interest so found due shall be deducted from the payment made and the balance of such payment shall be credited against the principal due.

(c) All payments due hereunder shall be made to James Edward Ignas, at 4826 Linden Street, Hammond, Indiana, or at such other place as Seller shall designate in writing.

(d) Buyer shall make an application, at their sole expense, to secure financing with which to pay the entire contract balance in full not later than sixty (60) months from the date of this Contract. If Buyer is unable to obtain financing with which to pay the entire contract balance in full at the end of the 60 month period as set forth in Paragraph 2(b) (i), then this Contract shall be extended for a term to be specified by Seller and according to the same general terms and conditions, except that the interest rate, shall be determined as set forth in Paragraph 2(e), and provided that Buyer produces satisfactory evidence to Seller of Buyer's good faith and reasonable efforts to secure independent financing.

(e) In the event this Contract is extended then the interest rate chargeable to the Buyer for said extended period shall be adjusted on an annual basis with the rate for each successive year being equal to the interest rate for residential mortgage loans then being charged by banks in Lake County,

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LAKE COUNTY
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Indiana, as of each anniversary date of the Contract. It is further agreed that the adjusted annual interest rate shall not be less than 12½% per annum nor more than 18% per annum. Buyer's monthly payment for principal and interest will be adjusted accordingly.

3. PREPAYMENT: 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 payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

4. TAXES: Seller agrees to pay 1984 taxes due in 1985. 1985 taxes due in 1986 shall be prorated as of closing date and Buyer shall pay all taxes thereafter and shall deliver proper receipts therefore to Seller.

5. ASSESSMENTS: Buyer agrees to pay all assessments for municipal or other public improvements completed after the date of this Contract.

6. INSURANCE: (a) Buyer agrees to keep the improvements on said real estate insured under fire and extended coverage policies and to pay all premiums on such insurance policies as provided for herein. Such insurance shall be carried with a company or companies approved by Seller 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 their respective interest may appear, and shall be delivered to and retained by Seller during the continuance of this agreement.

(b) Buyer agrees to procure a policy of term insurance covering the life of James Graham in an amount not less than Fifty-Three (\$53,000.00) Thousand Dollars and to pay all premiums on such policy as provided for herein. Buyer shall name Seller as the primary beneficiary under such policy and such policy shall be assigned to the Seller by Buyer. In the event James Graham dies prior to the full payment of the contract balance, then the proceeds of the life insurance policy shall be applied to unpaid principal, interest, taxes and insurance. Any excess proceeds shall be distributed to the decedent's wife, Victoria A. Graham, or in the event she predeceases her husband, then to the decedent's estate.

(c) If the Buyer fails to procure and maintain on full force and effect policies or to pay an installment of real estate taxes as they become due as provided for herein, the Seller may, without notice, pay said taxes and/or insurance premiums when due and add such amounts to the outstanding principal balance due under this contract, and such amounts 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 Seller's 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.

7. POSSESSION: Buyer acknowledges that they presently have full and complete possession of the Real Estate. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this agreement and performs all the covenants made by Buyer in this agreement. All utilities now due and owing shall be the Buyer's sole expense.

8. EVIDENCE OF TITLE: (a) Seller agrees to furnish Buyer with evidence of merchantable title to the Real Estate as of the date of Warranty Deed, subject to restrictions of record and to acts of Buyer. Any further title evidence, including a Later Date Policy, shall be at the sole expense of Buyer.

(b) The Seller covenants and agrees with the Buyer that upon full payment of the purchase price, interest and expenses, at the time and in the manner heretofore specified, and the prompt and full performance by the Buyer of all Buyer's covenants and agreements herein made, the Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate subject to all taxes and special assessments and to all the other conditions herein provided.

9. SELLER'S RIGHT TO MORTGAGE 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 time as Buyer pays in full the unpaid purchase price hereunder.

10. 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 prior 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.

11. USE OF THE REAL ESTATE BY BUYER SELLER'S RIGHT TO INSPECTION AND BUYER'S RESPONSIBILITY FOR INJURIES:

(a) Use. The Real Estate may not be rented, leased or occupied by persons other than the Buyer. Buyer may make alterations, changes and additional improvements only with 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. Buyers shall not commit waste on the Real Estate. In the 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 Town of ~~Hamlet~~. 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. JG 06.01

(b) 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.

(c) 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.

12. 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 provided, however, ten (10) days notice shall be required for the Buyer's default in payment of any monies agreed to be paid by the Buyer herein.

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

13. GENERAL AGREEMENTS OF PARTIES: All covenants hereof shall extend to an 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. 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.

IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this 2 day of AUGUST, 1985.

James E. Ignas
JAMES EDWARD IGNAS SELLER

James L. Graham
JAMES L. GRAHAM BUYER

Victoria A. Graham
VICTORIA A. GRAHAM BUYER

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 2 day of AUGUST, 1985, personally appeared JAMES EDWARD IGNAS, Seller, and also appeared JAMES L. GRAHAM and VICTORIA A. GRAHAM, Buyers, and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

Witness my Hand and Notarial Seal.

Ann Kuntz
NOTARY PUBLIC

My Commission Expires:

Aug. 24, 1989

This instrument prepared by:

ARNOLD KREVITZ
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