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Ayers Realty
646 S. Lake St
Gary, IN 46403

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ADDENDUM TO CONTRACT

Agreement made this 31ST day of JULY, 1986, by and between Herbert T. Keller and Mary Jane Keller of Lake County, Indiana, (hereinafter referred to as Sellers) and William B. Bumpus (hereinafter referred to as Old Buyer) and Robert A. Catlin (hereinafter referred to as New Buyer).

W I T N E S S E T H :

WHEREAS the Seller and Old Buyer did, on the 21st day of June, 1982, enter into a certain Contract for Conditional Sale of Real Estate, a copy of which is attached hereto, made a part hereof and marked Exhibit "A", and:

WHEREAS the Old Buyer wishes to sell all rights, title and interest in said Contract to New Buyer, and:

WHEREAS the legal description of said property is

Lot 14 and 15 of Block 3, Lakeside Addition in Plat Book 14 page 25 in the City of Gary, Lake County, Indiana, and commonly known as 1114 North Ripley Street, Gary, Indiana.

and:

45-269-14

WHEREAS Seller does accept New Buyer's subject to certain terms and conditions:

It is now therefore agreed by and between the parties and in consideration of agreements and covenants made and of good and valuable consideration that:

RECORDED
INDEXED
AUG 8 1986

1. Said Exhibit "A" shall be amended in the following respects:
 - A. As of the date of this Agreement the balance due shall be TWELVE THOUSAND FOUR HUNDRED SEVENTY AND 62/100 DOLLARS (\$12,470.62).
 - B. The payment on said Exhibit "A" shall remain the same and shall be due and owing at the same time and place until the said balance, with interest is paid in full.
2. Old Buyer shall remain liable to make any and all payments not paid by New Buyer; provided, that Seller shall notify Old Buyer of any default of New Buyer and Old Buyer shall thereupon have twenty (20) days to remedy

CHICAGO TITLE INSURANCE COMPANY

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Page three (3)
Addendum To Contract

Before me, the undersigned, a Notary Public in and for said County, this 2ND day of AUGUST, 1986, personally appeared the within named HERBERT T. KELLER and MARY JANE KELLER as Seller, and, ~~WILLIAM B. BUMPUS~~ as Old Buyer, and ~~ROBERT A. CATLIN~~, as New Buyer, who being duly sworn, executed and acknowledged the signing of the foregoing instrument as their free act and deed for the uses and purposes therein set forth.

Witnesses my Hand and Offical Seal.

My Commission Expires:

12-28-87

Bruce E Ayers

Before me, the undersigned, a Notary Public in and for said County, this 2ND day of AUGUST, 1986, personally appeared the within named ~~HERBERT T. KELLER~~ and ~~MARY JANE KELLER~~ as Seller, and ~~WILLIAM B. BUMPUS~~ as Old Buyer, and ~~ROBERT A. CATLIN~~, as New Buyer, who being duly sworn, executed and acknowledged the signing of the foregoing instrument as their free act and deed for the uses and purposes therein set forth.

Witnesses my Hand and Offical Seal.

My Commission Expires:

12-28-87

Bruce E Ayers

THIS INSTRUMENT PREPARED BY:

GREGORY S. REISING
607 South Lake Street
Gary, Indiana 46403

3398

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into by and between HERBERT T. KELLER and MARY JANE KELLER, husband and wife, (hereinafter called "Seller"), and WILLIAM B. BUMPUS (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 Gary, Lake County Indiana, (hereinafter called "the Real Estate"):

Lot 14 and 15 of Block 3, Lakeside Addition in Plat Book 14 page 25 in the City of Gary, Lake County, Indiana, and commonly known as 1114 North Ripley Street, Gary, Indiana.

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

1. Covenants, easements and restrictions of record.
2. Taxes for 1982 payable in 1983 and all taxes thereafter.
3. Applicable building codes and zoning ordinances.

FILED

AUG 8 1986

John O. [Signature]
AUDITOR LAKE COUNTY

upon the following covenants, terms and conditions:

1

The Purchase Price and Manner of Payment

1. The 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 EIGHTEEN THOUSAND and 00/100 DOLLARS
----- (\$18,000.00) -----
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 TWO THOUSAND and 00/100-(\$2,000.00)----- 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 TWO HUNDRED TWENTY NINE and 56/100-(\$229.56) - shall be paid on the 1st day of each calendar month hereafter, until the remainder of said purchase price, with interest as herein provided, has been paid in full. First payment shall be due July 1, 1982.

(c) The unpaid balance of the purchase price shall bear interest at the rate of 12% per annum, such interest to be computed monthly, in advance, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ 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 Herbert & Mary Jane Keller at 4158 Ellsworth St., Gary, Ind. 46408 or at such other place as Seller shall designate in writing.

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 month~~ payable for 1982 pro-rated from execution date of contract 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 date of execution and delivery of this contract.

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 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 their 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

Seller shall deliver to Buyer full and complete possession of the Real Estate _____

~~After _____ days from date hereof Seller shall pay to Buyer \$_____ per day for each day Seller withholds possession of said premises from Buyer. Seller's agreement, however, shall not serve to extend the date upon which possession must be delivered to Buyer. 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~~ will furnish Buyer with evidence of merchantable title to the Real Estate as of The date of payment of this contract in full which evidence (warranty deed) (date of continuation) 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 the following Current taxes not delinquent; covenants, easements and restrictions of record.

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 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 Buyer's, Seller's Right to Inspection and Buyer's Responsibility for Injuries

1. Use. The Real Estate may 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 Gary . 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, 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.

X

General Agreements 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 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

SEE ATTACHED SHEET

XI

ADDITIONAL COVENANTS

1. Notwithstanding the provisions of Paragraph I, 2 (c), should this contract be more than 30 days in default, the balance due on such contract shall, during such period of default, bear interest at the rate of 12% per annum computed monthly on the unpaid balance.

2. Buyer agrees during the term of this contract to provide and maintain for the benefit of Buyer and Seller Owner's Landlord's and Tenant's Liability Insurance for personal injury, death or property damage occurring in or about the real estate, such insurance to afford protection to the limit of not less than \$25,000.00 in respect to injury or death of a single person and to the limit of not less than \$100,000.00 in respect to any one accident, and to the limit of not less than \$25,000.00 in respect to property damage.

3. Buyer agrees to pay a late charge in the amount of \$5.00 per payment for any payment which is made more than 10 days after the due date thereof.

4. Buyers agrees to pay a necessary amount for taxes and insurance to be paid and added to the sum of \$229.56 per month as herein elsewhere set forth.

In WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this

21st day of June, 1982.

Herbert T. Keller
HERBERT T. KELLER
Mary Jane Keller
MARY JANE KELLER SELLER.

William B. Bumpus
WILLIAM B. BUMPUS BUYER.

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, a Notary Public in and for said County and State, on this DATE

personally appeared Herbert T. Keller and Mary Jane Keller, husband and wife,

and also appeared William B. Bumpus

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.

Bruce E. Ayers
Notary Public

My commission expires: 7/15/82 Resident of Lake Co

This instrument was prepared by Atty. Peter Bell-3800 W. 79th Ave., Merrillville, Ind. 46410
Member of Lake County Indiana Bar Association

MAIL TO:

COPYRIGHT ALLEN COUNTY INDIANA BAR ASSOCIATION, 1957

CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE

To

This is a Contract for the sale of real estate herein described. This Contract in itself is not guaranty of merchantability of the title to the real estate. See your lawyer for an examination of this contract and supporting title evidence as provided in the contract, before you accept this contract.

FORM APPROVED BY
INDIANA STATE BAR ASSOCIATION