

918548

Kowelski, Szarmach + Fumendig 4732 Indianapolis Blad E. C. Indiana 46312

LAND CONTRACT

THIS LAND CONTRACT ("Contract") has been executed this day of ______, 1987, by THE INDIANA-KENTUCKY CONFERENCE OF THE UNITED CHURCH OF CHRIST, an Indiana Corporation, ("Vendor"), and UPPER ROOM PENTECOSTAL CHURCH, INC. OF EAST CHICAGO, INDIANA, ("Purchaser"):

Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the following described real estate, together with all improvements thereon or belonging thereto, located in Lake County, Indiana ("Real Estate"), being more particularly described as follows:

Lots 32, 33 and 34, Block 27, a Subdivision of the Northwest Quarter of Section 29, Township 37 Noth, Range 9 West, of the Second Principal Meridian in the City of East Chicago as shown in Plat Book 2, page 13 in Lake County, Indiana,

30-76-23

commonly known as: (located at Magoun and 145th Street) all upon the following covenants, terms and conditions:

1. Purchase Price and Manner of Payment.

- (a) Purchase Price. The Purchase Price for the Real Estate shall be the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), ("Purchase Price"), which Purchaser agrees to pay Vendor in accordance with the terms and conditions of this Contract, without relief from valuation and appraisement laws and with reasonable attorneys' fees after default and referral to any attorney for collection.
- (b) Manner of Payment. The Purchase Price shall be paid in the following manner:
- (1) The sum of FIVE THOUSAND DOLLARS (\$5,000.00) shall be paid upon execution and delivery of this Contract to Vendor by...

 Purchaser and Vendor acknowledges receipt of such payment.
- (2) The remaining unpaid principal balance of the Purchase Price ("Contract Balance") shall be paid to Vendor by Purchaser, together with interest at the rate of Ten Percent (10%) per annum ("Per Annum Rate"), as follows:
 - (i) Interest shall accrue during the first two (2) years of the Contract.
 - (ii) Purchaser shall pay to Vendor a principal payment in the amount of \$4,000.00 plus the payment of accrued interest from the date of the execution of this Contract through January 21, 1989;
 - (iii) Purchaser shall pay to Vendor a principal payment in the amount of \$4,000.00 plus the payment of accrued interest from January 21, 1989 through January 21, 1990;

FILED (iv)

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AUDITOR LAKE COUNTY

Purchaser shall pay to Vendor a principal payment in the amount of \$4,000.00 plus the payment of accrued interest from January 21, 1990 through January 21, 1991;

(v) Purchaser shall pay to Vendor a principal payment in the amount of \$4,000.00 plus the payment of accrued interest from January 21, 1991 through January 21, 1992;

- (vi) On or before January 21, 1993 Purchaser shall pay the entire unpaid Contract Balance and accrued interest.
- (vii) Purchaser may prepay all or part of the contract balance without penalty.

2200

- Taxes and Insurance.

 Taxes. Purchaser is a tax exempt organization. (a) Taxes.
- Assessments. Purchaser shall pay all assessments for municipal and other improvements becoming a lien after the date of execution of this Contract. Vendor covenants and agrees to pay all such assessments becoming a lien prior to such date.
- Insurance. Purchaser agrees to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Real Estate, in an amount not less than the Contract Balance or the full extent of Purchaser's insurable value, whichever is less ("Required Insurance"). The Required Insurance shall be issued in the names of Purchaser and Vendor, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without ten (10) days' prior written notice to Vendor. Purchaser shall provide Vendor with such proof of insurance coverages as Vendor from time to time shall reasonably request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to the Real Estate covered by Required Insurance shall be applied to restoration and repair of the loss or damage in such fashion as Vendor reasonably may require, unless such restoration and repair is not economically feasible or there exists an uncured Event of Default by Purchaser under this Contract on the date of receipt of such proceeds, in either of which events, the proceeds may be applied, at Vendor's option, toward prepayment of the Contract Balance, with any excess to be paid to Purchaser.
- Payment by Vendor. Upon failure of Purchaser to pay assessments on the Real Estate or to provide insurance as required under this Contract, Vendor, upon written notice to Purchaser, may pay such assessments or obtain and maintain such insurance and add the costs thereof to the Contract Balance.
- 3. <u>Possession.</u> Vendor shall give Purchaser full and compossession of the Real Estate, and the right to any rental income Vendor shall give Purchaser full and complete therefrom (which shall be prorated as of the date of possession), on

Evidence of Title.

Vendor has furnished to Purchaser, at Vendor's expense, a binder for an owner's policy of title insurance ("Title Binder") issued by Chicago Title Insurance Company dated April 29, 1985 as amended by endorsements, a copy of which is attached hereto as Exhibit "A". Any further evidence or assurance of title shall be obtained by Purchaser at Purchaser's expense.

Warranties of Vendor. Vendor hereby warrants that Vendor has good and merchantable title to the Real Estate, free and clear of all liens, leases, restrictions and encumbrances, except as reflected in the Title Commitment and endorsements attached hereto as Exhibit "A".

Vendor further represents and warrants the following as of the date hereof: Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser; Vendor has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed.

On a closing date to be agreed upon by the parties Purchaser shall deliver the final payment due hereunder to Vendor and Vendor shall deliver to Purchaser a Warranty Deed for said real estate with Vendor's Affidavit attached which reiterates the representations as to Vendor's title as above set forth. Purchaser may obtain title insurance policy at Purchaser's expense prior to the closing date and if there are impediments to merchantable title not caused or created by Purchaser, the closing date may be delayed until such impediments to merchantable title are removed.

CONDITIONS AND STIPULATIONS

- 1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interests or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Ву:

Issued by: CROWN POINT BRANCH OFFICE 2200 N. Main Street P.O. Box 1 0 Crown Point, Indiana 46307 (219) 663-2239

Merrillville, Indiana (219) 769-6918

Authorized Signatory

Form 74-2C Rev.

ATTEST:

President.

Secretary.

ENDORSEMENT

OWNERS . \Box

Attached to and forming a part of

Dated April 29, 1985 at 8:00 A.M.
Issued by
CHICAGO TITLE INSURANCE COMPANY

This endorsement is made a part of said commitment and is subject to the Schedules and the Conditions and Stipulations therein, except as modified by the provisions hereof.

Special Exception No. 2 of Schedule "B" of said commitment is hereby waived.

This endorsement is made a part of the commitment or policy. It is subject to all the terms of the commitment or policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the commitment or policy and prior endorsements are not changed.

Dated:

July 30, 1985

CHICAGO TITLE INSURANCE COMPANY

Matney
Authorized Signatory

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

President

Form 3594 R 12/82

Secretary.

ENDORSEMENT

OWNERS LOAN

Attached to and forming a part of

Commitment No. 413189

Dated April 29, 1985 at 8:00 A.M.
Issued by
CHICAGO TITLE INSURANCE COMPANY

This endorsement is made a part of said commitment and is subject to the Schedules and the Conditions and Stipulations therein, except as modified by the provisions hereof.

Special Exception No. 3 of Schedule "B" of said commitment is hereby expressly deleted.

This endorsement is made a part of the commitment or policy. It is subject to all the terms of the commitment or policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the commitment or policy and prior endorsements are not changed.

Dated: May 21, 1985

CHICAGO TITLE INSURANCE COMPANY

By:

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Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

Form 3594 R 12/82

6. Vendor's Right to Mortgage Real Estate. Vendor shall not have the right, without Purchaser's consent to further encumber the Real Estate with an additional mortgage. Any such mortgage by its terms shall be subordinated to the rights of Purchaser under this Contract. In all events, the balance due in respect of any such mortgage at no time shall exceed the unpaid balance of the Purchase Price. If Vendor encumbers the Real Estate by a mortgage, or the Real Estate is on the date of this Contract so encumbered, and Vendor defaults thereunder, Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this Contract. Vendor shall pay all amounts due under any such mortgage when due and shall pay, discharge and obtain the release of any such mortgage upon Purchaser's payment in full of the Contract Balance and all interest accrued thereon.

7. Transfer of Purchaser's Interest - Condemnation.

Purchaser's interest in this Contract and Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by Purchaser without the written consent of Vendor. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Vendor. Such proceeds shall be applied, at Vendor's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if by electing to apply part of any such award or compensation against the Contract Balance, the Contract Balance is paid in full, then Vendor shall pay the balance to Purchaser.

8. <u>Mechanic's Liens</u>.

Purchaser shall not permit any Statement or Intention to hold a Mechanic's Lien to be filed against the Real Estate nor against any inerest or estate therein by reason of labor, services or materials claimed to hve been performed or furnished to or for Purchaser. Statement of Intention to hold a Mechanic's Lien shall be filed, Vendor, at Vendor's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Vendor, shall cause the lien to be released at Purchaser's expense by the filing of a writen undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the ataching of a valid mechanic's lien.

9. Indemnification and Release.

Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Vendor, Purchaser shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected against by insurance. Vendor without fault, shall become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Vendor harmless. The indemnification provided by this paragraph shall include all legal costs and attorneys' fees incurred by Vendor in connection with Purchaser hereby releases Vendor any such claim, action or proceeding. from all liability for any accident, damage or injury caused to person or property on or about the Real Estate whether or not due to negligence on the part of Vendor and notwithstanding whether such acts or omissions be active or passive.

10. Use of the Real Estate by Purchaser; Vendor's Rights of Inspection; Purchaser's Responsibility for Accidents. (a) Use. The Real Estate shall not be rented, leased or occupied by persons other than Purchaser, however, occupancy may be modified or changed upon thirty (30) days written notice to Vendor. None of the improvements located on the Real Estate shall be materially changed, remodeled, or altered without the prior written consent of Vendor. No additional improvements shall be placed on the Real Estate without the prior written consent of Vendor. Purchaser, at Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. Purchaser shall not commit waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof. Vendor's Right of Inspection. Until the Purchase Price and all interest thereon is paid in full, Vendor from time to time and at reasonable times, peaceably may enter and inspect the Real Estate. Purchaser's Responsibility for Accidents. Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from Purchaser's use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to Vendor, insuring the Vendor's liability as well as the Purchaser's. Default and Acceleration. 11. It is expressly agreed by Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter, the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of Vendor, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by Purchaser, and Vendor shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Land Contract, and as may be necessary or appropriate to protect Vendor's interest under this Contract and in and to the Real Estate. The following shall each constitute an "Event of Default" for purposes of this Contract: (a) Default by Purchaser for a period of fifteen (15) days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this contract are payable by Purchaser, or (iii) any premium for insurance required by the terms of this Contract to be maintained by Purchaser; Default, for a period of sixty (60) days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this Contract; (c) Lease or encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate. (d) Purchaser (i) institutes or consents to any proceedings in insolvency, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any insolvency law or laws relating to the relief or reorganization of debtors' (ii) files an answer admitting bankruptcy or insolvency or in any manner is adjudged insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due; provided, however, this paragraph (d) shall not apply to any proceeding in bankruptcy.

(e) Any part of Real Estate or all or a substantial part of the property or assets of Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee and such receiver or trustee is not removed within sixty days;
(f) Desertion or abandonment of the Real Estate, or any part thereof, by Purchaser;
(g) Actual or threatened alteration, demolition or removal of any improvements which are a part of the Real Estate, except as expressly allowed by the terms of this Contract;
(h) Sale, transfer, conveyance or other disposition of Purchaser's interest in this Contract or Purchaser's interest in the Real Estate, or any part thereof, without Vendor's prior written consent.

In the event Purchaser deserts or abandons the Real Estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to Vendor under and by virtue of this Contract, then, it is expressly agreed by Purchaser that, unless Purchaser shall have paid more than Ten Thousand Dollars (\$10,000.00) of the Purchase Price, Vendor may, at Vendor's option, cancel this Contract and take possession of the Real Estate and remove Purchaser therefrom, or those holding or claiming under Purchaser without any demand and to the full extent permitted by applicable law. In the event of Vendor's cancellation upon such default by Purchaser, all rights and demands of Purchaser under this Contract and in and to the Real Estate shall cease and terminate and Purchaser shall have no further right, title or interest, legal or equitable, in and to the Real Estate and Vendor shall have the right to retain all amounts paid by Purchaser toward the Purchase Price as an agreed payment for Purchaser's possession of the Real Estate prior to such default. Such retention shall not bar Vendor's right to recover damages for unlawful detention of the Real Estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by Vendor, including reasonable attorneys' fees incurred by Vendor in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchaser.

All of Vendor's remedies shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy at any time shall not operate as a waiver of the right of Vendor to exercise any remedy for the same or any subsequent default at any time thereafter.

- 12. Additional Covenants and Representations of Vendor. Upon payment by Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by Purchaser of all covenants and conditions which by the terms of this Contract are to be performed by Purchaser, Vendor agrees and covenants to convey the Real Estate to Purchaser by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by Purchaser hereunder; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchaser.
- to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mails by certified or registered mail, postage prepaid.

- (1) If to Vendor, at the address at which payments to Vendor are to be made.
 - (2) If to Purchaser, at: 1100 West 42nd Street Indianapolis, Indiana 46208

Such addresses may be changed by either party by written advice as to the new address delivered to the other party as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

14. Warranties of Purchaser.

Purchaser hereby warrants that the undersigned representatives are duly elected officers of the Purchaser and has been duly empowered, by proper resolution of the Upper Pentecostal Church, Inc. of East Chicago, Indiana, to execute and deliver this Contract; that the representatives have full capacity to bind the Purchaser in a contract to purchase the real estate described herein; and that all necessary action for the making of such a purchase has been taken and done.

- 15. As Is Condition. Vendor and Purchaser acknowledge and agree that Vendor makes no warranties or representations to Purchaser concerning the condition or structural integrity of the Real Estate. Purchaser is purchasing the Real Estate in "as is" condition as of the date of the execution of this Contract.
- 16. This agreement may be recorded by Purchaser, Recording. at Purchaser's expense.

IN WITNESS WHEREOF, Vendor instrument on this day of	and Purchaser have executed this, 1987.
Armin Bizer, Secretary	INDIANA-KENTUCKY CONFERENCE OF THE UNITED CHURCH OF CHRIST By James A. Dewey, President SELLER
	UPPER ROOM PENTECOSTAL CHURCH, INC OF EAST CHICAGO, INDIANA

Morales Morales, President /Jose

Norma E. Morales, Secretary-Treasurer

PURCHASER

STATE OF INDIANA))SS COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared JOSE MORALES, the President, and Norma E. Morales, the Secretary-Treasurer of UPPER ROOM PENTECOSTAL CHURCH, INC. OF EAST CHICAGO, INDIANA, who acknowledged the execution of the foregoing Land Contract.

Witness my hand and notarial seal this 3rd day of February 1987.

My Commission Expires: 9-20-87

Notary Public Residing in Lake County $\mp N$

Vendor's Acknowledgment

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STATE OF Kentucky) COUNTY OF Jefferson)ss:
Before me, a Notary Public in and for said County and State, personally appeared JAMES A. DEWEY, President, of THE INDIANA-KENTUCKY CONFERENCE OF THE UNITED CHURCH OF CHRIST, who acknowledged the execution of the foregoing Land Contract.
Witness my hand and Notary Seal this
My Commission Expires: Notary Public State at Large, KY My commission expires July 23, 1988 Notary Public Residing in Jefferse County
STATE OF))SS:
COUNTY OF)
Before me, a Notary Public in and for said County and State, personally appeared ARMIN BIZER, Secretary, of THE INDIANA-KENTUCKY CONFERENCE OF THE UNITED CHURCH OF CHRIST, who acknowledged the execution of the foregoing Land Contract.
Witness my hand and Notary Seal this 6 day of 1987
My Commission Expires: Residing in Colon County

This instrument was prepared by Stephen A. Backer, Attorney at Law.

CHICAGO TITLE INSURANCE COMPANY

a corporation of Missouri, herein called the Company

for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or Interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

Examined by: Larry Matney

Edwin F. Patterson 7239 Wicker Hammond, Indiana

SCHEDULE

Policy or Policies to be issued:

COMMITMENT No.

EFFECTIVE DATE:

ALTA Owners Policy — FORM 8 - 1970

ALTA LOAN POLICY 1970

A-413189

April 29, 1985 at 8:00 A.M.

(Amended 10-17-70) (10-17-84)

(Amended 10-17-70) (10-17-84)

\$5,000.00

Proposed Insured - LOAN:

Proposed Insured — OWNERS:

-- INDIANA-KENTUCKY CONFERENCE OF THE UNITED CHURCH OF CHRIST--

The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

-- THE FIRST CONGREGATIONAL CHURCH OF EAST CHICAGO, INDIANA--

The land referred to in this Commitment is described as follows:

Lots 33 and 34, Block 27, a Subdivision of the Northwest Quarter of Section 29, Township 37 North, Range 9 West of the 2nd Principal Meridian, in the City of East Chicago, as shown in Plat Book 2, page 13, in Lake County, Indiana.

Lot 32, Block 27, a Subdivision of the Northwest Quarter of Parcel 2: Section 29, Township 37 North, Range 9 West of the 2nd Principal Meridian, in the City of East Chicago, as shown in Plat Book 2, page 13, in Lake County, Indiana.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

form 74-2A (Rev.)

Commitment No.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment of the full consideration to, or for the amount of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- D. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any loan policy will contain under Schedule B General Exceptions 1, 2 and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and / or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

General Exceptions:

- 1. Rights or Claims of parties in possession not shown by the public records.
- 2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- 3. Easements or claims of easements, not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.

Note for Information:

The Lake County Recorder requests that all documents that are to be recorded in this office be executed in black ink and be typed in clear, black lettering.

No search of Municipal Government Offices has been made with respect to unpaid sewage and water bills. Delinquent sewage and water charges which have been certified to the County Government for collection will be shown as a special exception in this commitment. BUYERS OR THEIR REPRESENTATIVES SHOULD CONTACT THE MUNICIPAL GOVERNMENT FOR ANY UNPAID SEWAGE AND WATER BILLS.

F. Special Exceptions:

1. Taxes for 1985 payable in 1986.

Note: Taxes for 1984 payable in 1985: The land was non-taxable because shown in the name of The First Congregational Church. (Key No. 30-76-23). (Tax Unit No. 24).

Note For Information:

The assessed valuation of premises in question for land and improvements for 1984 is:

Land \$1,140.00. Improvements \$30.780.00.

Exemption filed for 1984 is: \$31,920.00.

(Continued on page 2).

Form 74-2B Rev.

SCHEDULE B CONTINUED:

- 2. Mortgage dated January 3,1946 and recorded January 25, 1946, in Mortgage Record 643, page 56, as Document No. 200363, made by The First Congregational Church of East Chicago, an Indiana corporation, to The Congregational Church Building Suriety, to secure one note for \$482.42, payable as therein provided, and the covenants, conditions and agreements therein contained. (Mortgages Parcellof the land only).
- 3. In regard to the transaction we are to insure involving The First Congregational Church of East Chicago, Indiana, the Company must review the following items in advance of the closing.
 - A. The constitution and by-laws of the organization.
 - B. Documents which will prove compliance with the articles of incorporation and constitution and by-laws of the organizatikn in so far as those documents regulate the organizations ability to deal with real estate.
 - C. If a meeting of the membership is required for authority to proceed with the transaction, you should submit proof of notice to the members of the meeting, proof that a quorum was present, a copy of the resolution that was passed and a record of the vote that was taken.
- 4. Right, title and interest of Indiana-Kentucky Conference of the United Church of Christ, in and to the land.
- 5. We have performed a judgment search for the 10 years last past versus Indiana-Kentucky Conference of the United Church of Christ, and have found the following: Nothing.