

21 W. 78th Pl. More
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RECORDABLE CONDITIONAL CONTRACT
FOR SALE OF REAL ESTATE

This Contract executed this 30th day of June, 1987, between I.T.T. Financial Corporation, a corporation doing business in Merrillville, Lake County, Indiana, hereinafter referred to as "SELLER" and Jerry N. Vickers, 1351 West 11th Avenue, Gary, Indiana, hereinafter referred to as "BUYER"

WITNESSETH the following:

1. For and in consideration of the payment on the part of the BUYER to the SELLER of the sum of Sixteen Thousand (\$16,000.00) Dollars, payable in the manner and form hereinafter set forth and the BUYER covenants herein to be kept, the SELLER covenants and agrees to sell and convey to the BUYER, and the BUYER covenants and agrees to purchase from the SELLER the following described real estate and all improvements located thereon, situated in Lake County, Indiana, to-wit:

Lots 19 and 20 in Block 2 of Charles F. Blank's Resubdivision of Block 13 of Miller Station in the City of Gary, as shown in Plat Book 8, page 20, in the Office of the Recorder of Lake County, Indiana under Key No. 41-83-19, commonly known as 5721 East Fifth Avenue, PLACE Gary, Lake County, Indiana. *Key # 41-83-19*

(Signature)

JUL 1 2 44 PM '87

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDS

JOSEPH MIKA
Chief Deputy
L.C. RECORDER

2. The BUYER agrees to pay to the SELLER, and the SELLER hereby agrees to accept from the BUYER the purchase price of Sixteen Thousand (\$16,000.00) Dollars in the following manner, to-wit:

A. The sum of Eight Hundred (\$800.00) Dollars to be paid to SELLER at the time of the execution of this Contract, receipt of which is hereby acknowledged by the SELLER upon execution of this document.

B. Fifteen Thousand Two Hundred (\$15,200.00) Dollars shall be paid in the following manner, to-wit:

1. Commencing on August 1, 1987, the BUYER shall pay monthly installments in the sum of One Hundred Sixty-seven Dollars and 38/100 (\$167.38) per month, including principal and monthly interest on the unpaid balance at 12% per annum and a like amount on the first day of every month thereafter until the principal indebtedness confessed herein is paid in full. Interest shall commence on the date of this Contract. BUYER shall mail monthly installment payments to the office of the SELLER listed in this Contract or to such other address as may be provided to the BUYER by the SELLER in writing during term of this agreement.

2. All monthly installments due and payable hereunder shall be applied on the indebtedness hereby confessed in the following manner, to-wit:

First, the payment of interest and Second, to apply on the principal on the indebtedness.

FILED

JUL 1 1987

Anna N. Antos
AUDITOR LAKE COUNTY

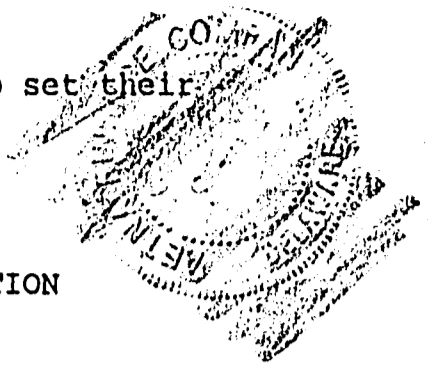
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3. The BUYER may prepay the unpaid balance of principal and interest due hereunder at any time. It is further agreed by and between the BUYER and SELLER that there is a balloon payment due three (3) years from the date of this Contract, which is based on a 20-year amortization payment schedule and that said balloon payment shall be in the approximate amount of \$14,700.66.
4. SELLER have furnished BUYER with satisfactory evidence of title to the real estate which shows a merchantable title to the real estate in SELLER as to the date thereof.
5. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon BUYER, BUYER shall indemnify and hold harmless SELLER from and against all damages, claims, liabilities and expenses incurred by SELLER, including attorney fees, arising from or connected with the BUYER's control or use of the real estate. Further, BUYER does hereby release SELLER from all liability from any accident, damage or injury caused on the part of the BUYER, and notwithstanding whether such acts or omissions be active or passive.
6. The BUYER shall not rent, lease or allow the property to be occupied by persons other than the BUYER without obtaining written consent of the SELLER. BUYER shall not commit waste on the real estate. Further in his occupancy and use of the real estate, BUYER shall comply with the laws, ordinance and regulations of the City of Gary, the State of Indiana and any governmental authority having jurisdiction thereof.
7. SELLER has the right of inspection of said property upon reasonable notice until the purchase price is paid in full.
8. BUYER shall not and will not suffer or permit any Mechanic's Lien or other lien to attach to or be against or upon the property, which shall or may be superior to the rights of the SELLER.
9. If BUYER fails to pay any installment of the purchase price or any assessment or taxes on the real estate, as same becomes due, the entire balance under this Contract shall become due thirty (30) days after default. In the event of a breach by the BUYER in the term of this agreement, SELLER shall be afforded all available remedies, whether legal or equitable, under Indiana law, including but not being limited to foreclosure. SELLER shall further be entitled to recover from BUYER in the event of a breach in the terms of this agreement, all costs and expenses, including attorney fees incurred by SELLER in the exercise of SELLER's remedies.
10. Title to the property shall remain in the SELLER's or their assigns until said purchase price shall have been fully paid and all the terms and conditions of this agreement fully complied with. The SELLER, on receiving payment of all amounts due under the terms of this Contract, and upon compliance with all other

provisions of this Contract by BUYER, shall convey a Warranty Deed to BUYER subject to all conditions, easements, highways, rights-of-way, restrictions and limitations now of record.

11. SELLER shall pro-rate with BUYER the taxes for the year 1986 payable in 1987. Taxes for all years thereafter shall be the responsibility of the BUYER and the BUYER shall pay all subsequently accruing taxes. BUYER shall provide SELLER with written evidence of BUYER's payment of all taxes and assessments due upon the property within thirty (30) days of such due date. Further, the BUYER shall procure and pay all premiums due on a policy of liability insurance upon the property, having a aggregate bodily injury liability limit of at least \$10,000.00 per person and property damage limits of at least \$16,000.00 per occurrence, which policy shall specify SELLER as additional named insured thereunder. BUYER shall maintain such insurance during the entire term of this Contract and provide SELLER with written evidence of such policy of insurance or binder on the property on the date of execution of this Contract.
12. BUYER shall not transfer or assign this agreement or any of the interest therein without the previous written consent of the SELLER. Any such assignment or transfer without written consent shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, but shall render this Contract null and void, at the election of the SELLER.
13. Any notices to be given hereunder shall be deemed sufficient given or actually served on the person to be notified if they are placed in an envelope and addressed to the person or entity to be notified at that person or entity's last known address and deposited in the U. S. Mail by Certified or Registered Mail, postage prepaid. Further, such addresses may be changed by either party by advising the other party of the new address as delivered above. Further, whenever consent is required by either party hereunder for the occurrence for any act, such consent shall not unreasonably be withheld.
14. All covenants herein shall extend and be binding upon the heirs, Personal Representatives, Successors and assigns of the parties and when applicable, use of the singular form of any word shall also apply to the plural and the masculine form shall mean and apply to the feminine or the neuter.
15. The parties expressly understand that this property is being sold AS IS and no warranties as to habitability or use for a particular purpose or any other warranties expressed or implied are contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first written above.



SELLER:

AETNA FINANCE COMPANY, d/b/a
I.T.T. FINANCIAL CORPORATION

A handwritten signature in cursive script, appearing to read "Eugene T. Dougherty", is written over a horizontal line. The signature is fluid and somewhat stylized.

By: Eugene T. Dougherty, Vice President

(Address)

BUYER:

A handwritten signature in cursive script, appearing to read "Jerry M. Vickers (Sgt.)", is written over a horizontal line. The signature is clear and legible.

Jerry M. Vickers

(Address)

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN.)

On this 26th day of June, 1987, before me, the undersigned, a Notary Public in and for Wright County and State aforesaid, personally appeared Eugene T. Dougherty, Vice President of said corporation executing the within and foregoing instrument, that the seal affixed hereto is the seal of said corporation; that said Instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that Eugene T. Dougherty as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



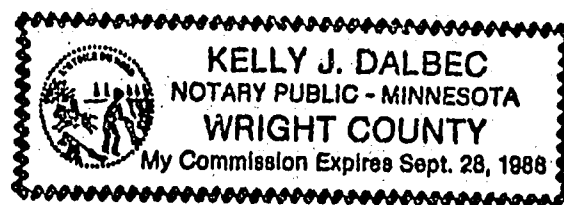
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Kelly J. Dalbec

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

On this 26th day of June, 1987, before me, the undersigned, a Notary Public in and for Wright County and State aforesaid, personally appeared Eugene T. Dougherty, Vice President of said corporation executing the within and foregoing instrument, that the seal affixed hereto is the seal of said corporation; that said Instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that Eugene T. Dougherty as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



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Kelly J. Dalbec

Notary Public