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page
city sub:
J.T. Starkiewicz
7870 Broadway
Meridale, IN 46041

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CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between GRIFFITH COLONIAL DEVELOPMENT, INC., and GRIFFITH GOLF CENTER, INC., (Hereinafter called "Seller") and ROBERT FARAG and MAUREEN FARAG, husband 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 (including any improvement or improvements now or hereafter located on it) in Griffith, Lake County, Indiana, (such real estate including improvements, being hereinafter called the "Real Estate"):

PARCEL 1:

That part of the West half (1/2) of the Northwest Quarter (1/4) of Section Twenty-three (23), Township Thirty-six (36) North, Range Nine (9) West of the Second Principal Meridian, lying South of a line beginning at a point on the West line thereof, which point is 1325.78 feet North of the Southwest corner of said West half of the Northwest Quarter (NW 1/4) of Section Twenty-three (23), and extending Easterly to a point on the East line thereof which is 1323 feet North of the Southeast corner thereof (excepting the North 150 feet of the South 130 feet thereof) and also (excepting the West 85 feet of the North 1145.78 feet thereof), and (excepting the West 72 feet of the South 30 feet thereof), and containing a net acreage of 33.398 Acres in all after exceptions.

PARCEL 2:

That part of the West half (1/2) of the Northwest Quarter (1/4) of Section Twenty-three (23), Township Thirty-six (36) North, Range Nine (9) West of the Second Principal Meridian lying North of a line beginning at a point on the West line thereof, which point is 1325.78 feet North of the Southwest corner of said West half (1/2) of the Northwest quarter of said Section Twenty-three (23), and extending Easterly to a point on the East line thereof; which is 1323 feet North of the Southeast corner thereof; and lying Southerly of a straight line that begins on the West line of said Northwest 1/4 at a point that is 261.91 feet Southerly of the Northwest corner of said Section Twenty-three (23) and going thence Easterly at right angles to said West line, 1323.00 feet more or less to a point on the East line of said West 1/2 of said Northwest 1/4, which is 2386.39 feet North of the East-West centerline of said Section Twenty-three (23), measured along said East line; except therefrom that part taken by the Indiana State Highway Commission which is described as being that part of the West 1/2 of said Northwest 1/4 beginning at a point that is 261.91 feet Southerly of the Northwest corner of said Section Twenty-three (23) and going thence Easterly at right

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

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STATE OF INDIANA/S.S. NO.
LAKE COUNTY
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L.C. RECORDER

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angles to said West line 125 feet; thence Southerly on a line parallel to and 125 feet Easterly of said West line 105.51 feet; thence Southwesterly 105.3 feet to a point in a line that is parallel to and 92 feet Easterly of said West line; thence Southerly on said 92-foot parallel line 853 feet; thence Westerly 92 feet to a point on the West line of said Section Twenty-three (23) that is 1325.78 feet North of the Southwest corner of the West 1/2 of said Northwest 1/4; thence North on said West line 1058.31 feet to the point of beginning of this exception; and (excepting the North 258.09 feet thereof except the East 100 feet); this conveyance containing a net acreage of 23.283 Acres in all after exceptions.

PARCEL 3:

The West 85 feet of the North 1145.78 feet, and the West 72 feet of the South 30 feet of the following described tract: The South 650 feet, except the North 150 feet of the South 180 feet of the following described tract of land: That part of the West Half of the Northwest Quarter of Section 23, Township 36 North, Range 9 West of the Second Principal Meridian lying South of a line beginning at a point on the West line thereof, which point is 1325.78 feet North of the Southwest corner of said West Half of the Northwest Quarter of Section 23, and extending Easterly to a point on the East line thereof which is 1323 feet North of the Southeast corner thereof excepting the North 150 feet of the South 180 feet thereof, in the Town of Griffith, Lake County, Indiana.

PARCEL 4:

This parcel contains 7.66 acres and lies north of Parcel 2. The legal description will be furnished when the title policy is furnished.

The above four parcels are currently known as Griffith Golf Center and are located at 1901 North Cline Avenue, Griffith, Indiana.

Said real estate is sold upon the following covenants, terms and conditions:

I

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 FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00).

2. The Manner of Payment. The purchase price shall be paid in the following manner:

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 give hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope direct to the person to be notified, and deposited in a United States Post Office mail box postage prepaid, and addressed as follows: Seller: c/o Gilbert F. Blackmun, Attorney at Law, 9006 Indianapolis Boulevard, Highland, Indiana 46322 and Harold Abrahamson, Attorney at Law, 5231 Hohman Avenue, Hammond, Indiana 46320; Buyer: c/o 1901 North Cline Avenue, Griffith, Indiana 46319.

XI

ADDITIONAL COVENANTS

1. Seller shall execute a warranty deed and place same in escrow with Harold Abrahamson, to be delivered to Buyer upon completion of the contract.

2. In addition to the Real Estate described herein, Buyer has purchased, as part of the total purchase price of \$450,000 certain personal property and/or fixtures and/or improvements listed on Schedule A and made a part hereof. No allocation of the purchase price has been made as a part of this contract by the parties with respect to the real estate and items listed in Schedule A.

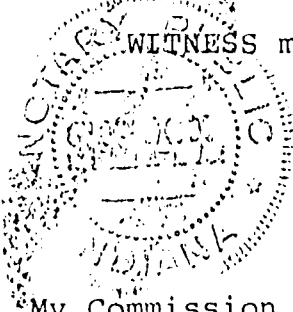
Buyer acknowledges he is purchasing the items listed in Schedule A "as is" and that no representation has been made to him as to the condition or quality of said items.

Buyer shall receive a Bill of Sale for said items at closing, but shall execute appropriate security agreements in said items to give Seller a security interest in and to said items.

The fact that an item is listed in Schedule A shall not be determinative between the parties as to whether an individual item is real estate or personal property, nor shall any price on the Bill of Sale preclude either party from making a different allocation between real and personal property.

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State,
on this 27th day of October, 1987, personally appeared
Robert Farag and Maureen Farag, husband and wife, and each
acknowledged the execution of the above and foregoing Contract
for Conditional Sale of Real Estate to be his and her voluntary
acts and deeds.



WITNESS my hand and Notarial Seal.

Jacqueline R. Lewis
Notary Public, Jacqueline R. Lewis

My Commission Expires:

April 6, 1990

My County of Residence:

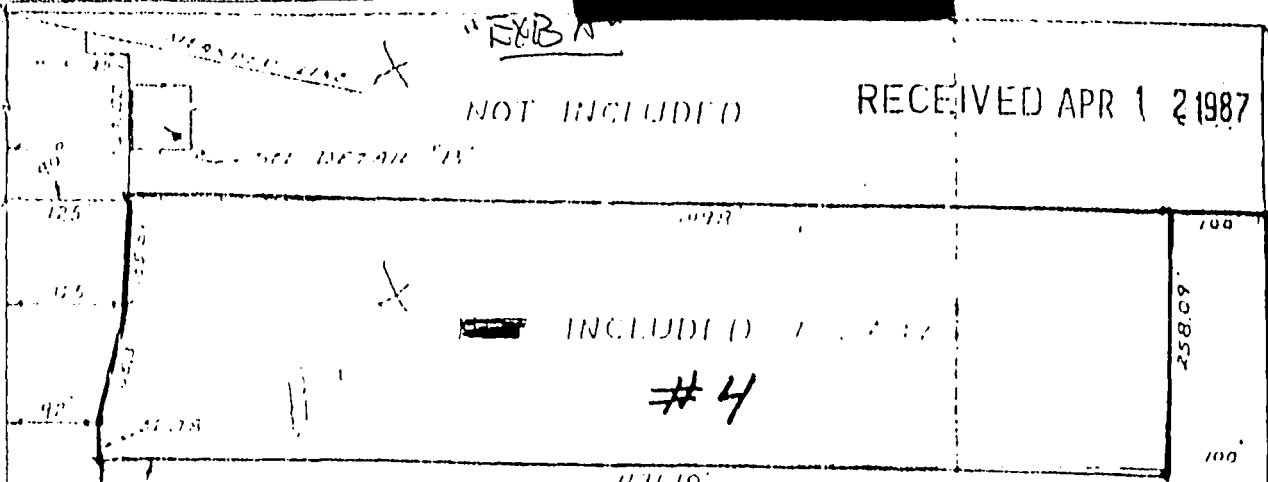
Lake

NW COR. 1/4 NW 1/4 SEC 23-36-9

"EXB N"

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NOT INCLUDED

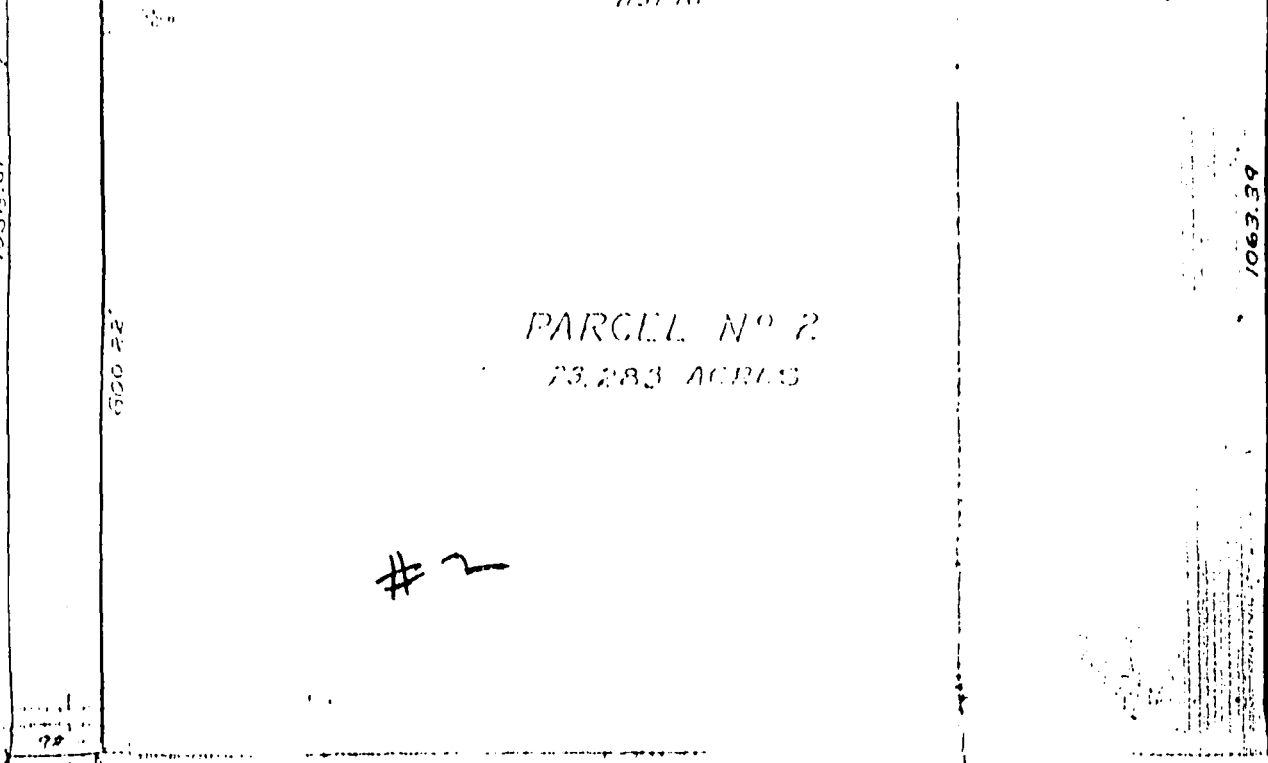


PARCEL NO 2
23.283 ACRES

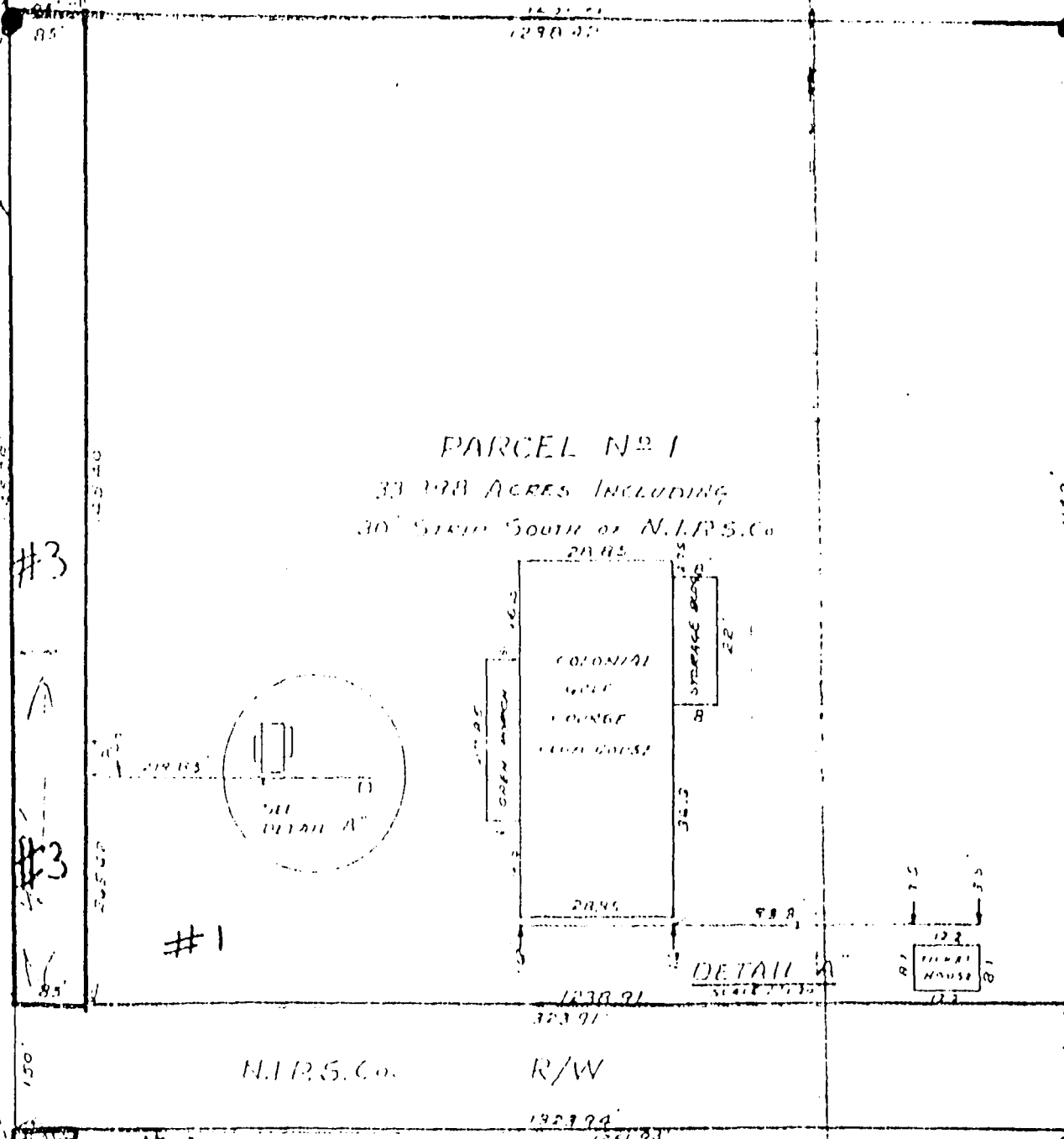
#2

WEST LINE W 1/4 NW 1/4 SEC 23-36-9
1058.31

EAST LINE W 1/4 NW 1/4 SEC 23-36-9
1063.39



PARCEL NO 1
33.178 ACRES INCLUDING
30' STRIP SOUTH OF N.I.R.S. Co



E CLINE AVENUE
1325.78

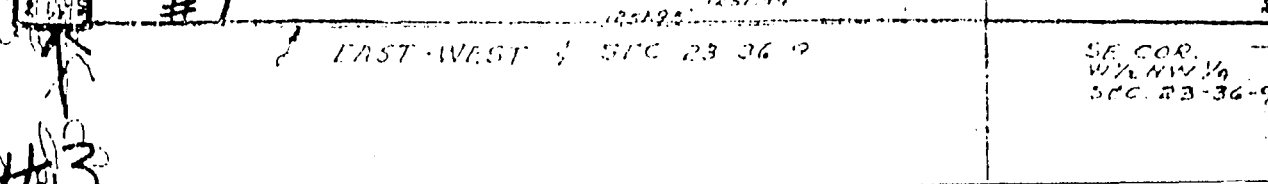
1323

N.I.R.S. Co. R/W

EAST-WEST 1/4 SEC 23-36-9

NW COR. 1/4 NW 1/4 SEC 23-36-9

SE COR. 1/4 NW 1/4 SEC 23-36-9



- (a) The sum of Sixty-Five Thousand Dollars (\$65,000.00) shall be paid at closing, which shall be on or before April ¹⁵ 1, 1984. *WJ RJ*
- (b) The unpaid balance shall bear interest at the rate of 11.5% per annum.
- (c) The unpaid balance of Three Hundred Eighty-Five Thousand Dollars (\$385,000.00) shall be paid on the basis of calculated monthly payments amortized at 11.5% per annum for a 25-year period. These payments of principal and interest will thus be in the amount of \$3,913.47 per month. Notwithstanding the fact that the payments are calculated on the basis of being paid monthly, due to the seasonal nature of the golf business, double monthly payments shall be paid for the months of June through November, inclusive, each year and no payments shall be due for the months of December through May each year. First payment due June 1, 1984, and similar payments as described herein thereafter for ten (10) years.
- (d) At the end of 10 years, to-wit, on May 31, 1994, the entire unpaid balance shall be due and payable.
- (e) All payments to Seller shall be made to Gilbert F. Blackmun, 9006 Indianapolis Boulevard, Highland, Indiana 46322, or at such other place as Seller shall designate in writing.

II

PREPAYMENT OF THE PURCHASE PRICE

Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the 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 installment payable May, 1985, and all installments of taxes due and payable thereafter. Taxes shall be pro-rated to December 31, 1983.
2. Assessments. Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real estate or otherwise serve the Real Estate.
3. Penalties. Buyer agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges.
4. Insurance. Buyer agrees to keep the improvements included in the 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 \$100,000 for property damage. 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 contract.
5. Seller's Right to Perform Buyer's Covenants. If Buyer fails to perform any act or to make any payment required of him by this Article III, Seller shall have the right at any time, without notice, to perform any such act or to make any

such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of Seller to perform any act or to make any payment required of Buyer.

The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or make any payment required by him under this Article III.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Seller, either (a) be payable to Seller by Buyer within 30 days after demand, or (b) be added to principal. In any event such payments and such costs and expenses shall bear interest from the respective dates of making payment or incurring costs and expenses.

IV

POSSESSION

Seller shall deliver to Buyer full and complete possession of the Real Estate at closing. Buyer's right of possession shall continue until terminated pursuant to Article IX "Seller's Remedies on Buyer's Default." All utilities shall be paid by Seller to the date possession is given.

V

EVIDENCE OF TITLE

Seller shall furnish Buyer an owner's title insurance policy disclosing marketable title to the Real Estate in Griffith Colonial Development, Inc., subject, nevertheless, to the following exceptions:

Subject to unpaid taxes, defects in locations,

or measurement ascertainable only by survey, building lines, highways, streets, alleys, easements, covenants, conditions and restrictions of record.

A title insurance policy furnished under this contract shall be in the amount of the purchase price and shall be issued by an insurer satisfactory to Buyer.

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 Seller or by any judicial proceeding affecting the Real Estate shall be borne by Seller.

Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Buyer of all his covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate subject to restrictions and easements of record as of a date on or before the date of this contract and all taxes and assessments which are Buyer's obligations.

VI

SELLER'S RIGHT TO MORTGAGE THE REAL ESTATE

Seller shall have the right to obtain without Buyer's consent, a loan or loans secured by mortgage on the Real Estate, and the right to renew any such loan or loans. Seller agrees, however, that the aggregate principal balances of all such loans shall never exceed the unpaid balance of the purchase price for the Real Estate under this contract. 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 payments due under this contract. Seller agrees, however, that he will pay all such mortgage loans when due or at such time as Buyer pays in full all sums due under this contract, and Seller shall obtain valid releases of all such mortgage loans when they are paid.

VII

ASSIGNMENT OF CONTRACT

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller; provided, however, that any such consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability hereon.

VIII

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

1. Use. The Real Estate may not be rented, leased, or occupied by persons other than Buyer without the written consent of Seller. Buyer may make alterations, changes and make additional improvements only with the written consent of Seller having first been obtained, which shall not be unreasonably withheld. Buyer shall use the Real Estate 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 Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, and of the City and County where the Real Estate is situated. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the Real Estate 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 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. Buyer shall obtain liability insurance in the name of Buyer and Seller, at Buyer's expense, and shall keep same in force, in an amount of not less than \$1,000,000.

IX

SELLER'S REMEDIES ON BUYER'S DEFAULT

Time shall be of the essence of this contract.

If Buyer fails, neglects or refuses to make any payment under this contract when due or to perform any of Buyer's covenants, terms and conditions when and as required under this contract:

(1) Seller shall have the right to declare this contract forfeited and terminated, and upon such a declaration, all right, title and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to evict Buyer and all persons claiming under him;

(2) Separately or in conjunction with his right under item (1) above, as Seller may elect, Seller shall have the right to file in a court of competent jurisdiction an action to have this contract forfeited and terminated and to recover from Buyer all or any of the following:

- (a) possession of the Real Estate;
- (b) any installments due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;
- (c) interest on the principal from the last date to which interest was paid until judgment or possession is recovered by

Seller whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under item (2)(b) above;

- (d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this contract;
- (e) premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this contract;
- (f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear, acts of God and public authorities;
- (g) any other amounts (other than payment of the purchase price) which Buyer is obligated to pay under this contract.

(3) In addition to any other remedy under this contract, Seller shall have such other remedies as are available at law or in equity.

(4) In any case Seller shall have the right to retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy, under this contract) all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations, in each case made or received under this contract.

(5) Seller shall have the right to file in a court of competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Buyer under this contract shall, at the option of Seller, become immediately due and payable) and interest on such unpaid balance until such unpaid balance is paid, together with any taxes, assessments, charges, penalties and insurance premiums paid by Seller under this contract and interest on such amounts until they are paid,

unless such amounts (and interest on them) have been added to principal under this contract.

The exercise or attempted exercise by Seller of any right or remedy available under this contract shall not preclude Seller from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and in addition to any other right or remedy available under this contract.

In any judicial proceeding to enforce this contract Buyer specifically waives, to the extent he lawfully may do, his right, if any, to a hearing preliminary to a judicial order for immediate possession of the Real Estate to be granted to Seller under applicable law.

All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisal laws. In addition to any other sum payable by Buyer under this contract, Buyer shall pay any reasonable expense, including attorneys' fees, incurred by Seller in connection with the exercise of any right or remedy under this contract, and the preparation and delivery of notice.

The failure or omission of Seller to enforce any of his right or remedies upon any breach of any of the covenants, terms or conditions of this contract shall not bar or abridge any of his rights or remedies upon any subsequent default.

Before Seller shall pursue any of his rights or remedies under this Article IX, he shall first give Buyer written notice of the default complained of and Buyer shall have thirty (30) days from the posting of such notice to correct any default; provided, however, fifteen (15) days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer under this contract.