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CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT, Made and entered into by and between Alma Grace Haberzette, an adult married woman, J. Ebert Martin, an adult married man, and John P. Martin, an adult married man, all of Lake County, in the State of Indiana, SELLERS, and Michael Dancula and Patricia L. Dancula, husband and wife, as tenants by entireties, of Lake County, Indiana, BUYERS.

WITNESSETH:

Sellers hereby agree to and do sell to Buyers and Buyers hereby agree to and do purchase from Sellers, the following described REAL ESTATE in Lake County, Indiana, to-wit:

Part of the Southeast Quarter of Section 2, Township 32 North, Range 9 West of the 2nd P.M. more particularly described as follows: Commencing at a point 12 Rods South of the Northeast corner of said Southeast Quarter as measured along the East line thereof, thence South along said East line a distance of 20 rods, thence West at right angles to the East line thereof 10 Rods, thence North on a line parallel to the East line of said Southeast Quarter 20 rods, thence East on a line parallel to the North line of said Southeast Quarter a distance of 10 Rods to the place of beginning.

upon the following covenants, terms and conditions:

THE PURCHASE PRICE. As the purchase price for the Real Estate, Buyers agree to pay to Sellers and Sellers agree to accept of Buyers the sum of

FIFTY TWO THOUSAND FIVE HUNDRED and no/100 DOLLARS, (\$52,500.00), without relief from valuation or appraisal laws, and with attorney's fees.

The purchase price shall be paid in the following manner: The sum of \$3,500.00 was paid by Buyers to Sellers at the time of the execution and delivery of this contract, and the receipt of such sum is hereby acknowledged by Sellers.

The unpaid balance of \$49,000.00 shall be paid in monthly installments of \$376.77, or more, including interest, beginning on or before the 5th day of DECEMBER, 1979, and the sum of \$376.77, or more, including interest, shall be paid on the same day of each calendar month thereafter until a date thirty years after the date of this contract, when full payment of the entire indebtedness evidenced hereby shall be due and payable. In the event Buyers are unable to make a payment of principal and interest in any one month on the due date thereof, the payment of principal only shall be suspended for that month, and the interest due on said monthly payment shall be added to the unpaid balance of the contract. Such suspension of payment on principal shall not extend for more than three months from the due date of said suspended payment, during which time said payment on principal shall be made to Sellers. Any such suspension shall not extend the payment schedule for succeeding installments, and shall not reduce the accumulated interest or principal balance of the contract.

✓ MICHAEL DANCULA
20108 COLFAX
LOWELL, IND.
46356

FILED

APR 28 1980

Lillian A. Bastick
RECORDER, LAKE COUNTY, INDIANA

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STATE OF INDIANA, S.S. NO. 1
LAKE COUNTY
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LILLIAN A. BASTICK
RECORDER, LAKE COUNTY, INDIANA 46308

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The unpaid balance of the purchase price shall bear interest at the rate of 8½% per annum, computed from the date of this contract. All payments due hereunder shall be made payable to Alma Grace Haberzette, J. Ebert Martin and John P. Martin, at the Lowell National Bank, Lowell, Indiana, or at such other place as Sellers shall designate in writing.

PREPAYMENT OF THE PURCHASE PRICE. By mutual agreement of the parties hereto, Buyers shall have the privilege of paying, at any time, any sum or sums, in addition to the monthly payments herein required, in increments equal to the monthly installments due hereunder.

TAXES, ASSESSMENTS AND INSURANCE. Sellers agree to pay the taxes for the year 1978 payable in 1979. Taxes for the year 1979 payable in 1980 shall be pro-rated to the date of this contract, and taxes for all subsequent years shall be paid by Buyers.

Buyers agree to pay all assessments against the Real Estate for public improvements completed after the date of this contract.

Buyers agree to keep the improvements included in the real estate insured for fire and extended coverage insurance and to pay the premiums on such insurance policy as they become due. Such insurance shall be carried in a company approved by Sellers and in an amount not less than the full insurable value. Such policy shall be issued in the names of Sellers and Buyers, as their respective interests may appear, and shall be delivered to and retained by Sellers during the continuance of this contract.

Buyers agree to furnish liability insurance in the amount of \$200,000.00, carried in a company approved by Sellers.

If the Buyers fail to take out or pay for insurance as provided for herein, or to make any payment of taxes or assessments herein provided for Buyers to pay, Sellers 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 Sellers on any occasion shall not waive Sellers' right to declare a forfeiture or 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 Sellers constitute an estoppel to declare a forfeiture or a termination of this contract for a subsequent failure to pay any other payment required of Buyers to be paid.

POSSESSION. Seller shall deliver to Buyer full and complete possession of the Real Estate on the date of execution of this contract.

EVIDENCE OF TITLE. The Sellers will furnish Buyers with evidence of insurable title to the Real Estate as of the date of final payment. Any further title evidence shall be at the expense of the Buyers, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of Sellers is to be borne by Sellers.

Sellers covenant and agree that upon the payment of the purchase price and all interest thereon, at the time and in the manner heretofore specified, and the prompt and full performance by Buyers of all Buyers' covenants and agreements therein made. Sellers will convey or cause to be conveyed to Buyers, by Warranty Deed, the herein described Real Estate subject to taxes and special assessments and to all the other conditions herein provided.

ASSIGNMENT OF CONTRACT. Buyers may not sell or assign this contract, Buyers' interest herein, or Buyers' interest in the Real Estate, without the written consent of Sellers, 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.

USE OF THE REAL ESTATE BY BUYERS. The Real Estate may be rented, leased or occupied by persons other than Buyers. Buyers may make alterations, changes or additional improvements without the

written consent of Sellers having first been obtained. Buyers shall use the Real Estate and the improvements thereon carefully, and shall keep the same in good repair at Buyers' expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, laborer, materialmen, or other creditors of Buyers or of an assignee of Buyer to obtain a lien or attachment against Sellers' interest herein. Buyers shall not commit waste on the Real Estate. In Buyers' occupancy of the Real Estate, Buyers shall comply with all applicable laws, ordinances and regulations of the United States of America, the State of Indiana, and of Lake County. In the event of Buyers' breach of this covenant and a re-entry by Sellers, Buyers shall deliver the Real Estate and the improvements thereon to Sellers in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

Sellers shall have the right to enter and inspect the Real Estate and the improvements thereon at any reasonable time.

As a part of the consideration hereof, Buyers assume 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.

SELLERS' REMEDIES ON BUYERS' DEFAULT. Time shall be of the essence of this contract. In the event Buyers fail to make any of the payments as they become due; or any part thereof, or to perform any of Buyers' covenants, this contract shall, at the option of Sellers, be forfeited and terminated, and all payments theretofore made shall be retained by Sellers as rent for the use of the Real Estate and in full satisfaction and liquidation of all damages sustained by Sellers. All sums payable pursuant to this contract are payable with accrued interest and with attorney fees, without relief from valuation or appraisal laws. The failure or omission of Sellers to enforce Sellers' rights upon any breach of any of the terms or conditions of this contract shall not bar or abridge Sellers' rights upon any subsequent default. In the event Buyers fail to make any of the payments as they become due, or any part thereof, or to perform any of Buyers' covenants, Sellers may, at Sellers' election, declare such contract terminated and at an end. Said election shall be made by written notice to be sent by mail or served personally on Buyers setting forth the default complained of, and Buyers shall have sixty days from the posting or service of said notice to correct such default; provided, however thirty days' notice shall be required in the event of any default in the payment of any monies agreed to be paid by Buyers herein. Buyers agree to pay the reasonable expense of preparation and delivery of any notice of default, including attorney fees, if incurred.

GENERAL AGREEMENTS. 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 to 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.

SIGNED in duplicate on this 26th day of NOVEMBER, 1979.

Alma Grace Haberzette
Alma Grace Haberzette

J. Ebert Martin
J. Ebert Martin

John P. Martin
John P. Martin

Michael Dancula
Michael Dancula

Patricia L. Dancula
Patricia L. Dancula

SELLERS

BUYERS

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public, in and for said County and State, on this 26th day of November, 1979, personally appeared Alma Grace Haberzette, J. Ebert Martin, and John P. Martin and acknowledged the execution of the foregoing CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE to be their voluntary act and deed.

WITNESS my hand and notarial seal.

My commission expires
January 6, 1981.



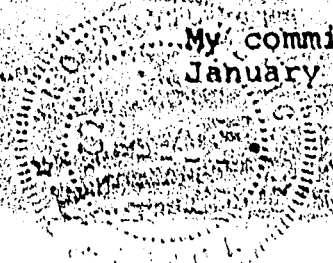
Charles E. Van Nada Notary Public
Resident of Lake County, Indiana.

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public, in and for said County and State, on this 26th day of November, 1979, personally appeared Michael Dancula and Patricia L. Dancula and acknowledged the execution of the foregoing CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE to be their voluntary act and deed.

WITNESS my hand and notarial seal.

My commission expires
January 6, 1981.



Charles E. Van Nada Notary Public
Resident of Lake County, Indiana.

PREPARED BY CHARLES E. VAN NADA, ATTORNEY AT LAW, LOWELL, INDIANA.

Unit 02
Key # 3-28-22