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CONTRACT FOR SALE OF REAL ESTATE

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THIS CONTRACT, made and entered into by and between MORNATHER TATE, hereinafter called "Seller," and ANNA E. SMITH, 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 Gary, Lake County, Indiana, such real estate, including improvements, being hereinafter called the "Real Estate":

Lot Sixteen (16), Block 14, Resubdivision of Gary Land Company's Third Subdivision, in the City of Gary, Lake County, Indiana, commonly known and described as 455 Johnson Street, Gary, Indiana

upon the following covenants, terms and conditions:

- 1. Purchase Price. As the purchase price for the Real Esta Buyer agrees to pay to Seller, and Seller agrees to accept from Buyer the sum of Four Thousand Five Hundred Dollars (\$4,500.00).
- 2. Manner of Payment. The purchase price shall be paid in the following manner:
- A. The sum of Five Hundred Dollars (\$500.00) was paid by Buyer to Seller at the time of execution and delivery of this contract, and the receipt of such sum is hereby acknowledged by Seller.
- B. The sum of One Hundred Sixty-Five Dollars (\$165.00) shall be paid monthly, beginning April 1, 1984, and on the same date of each month thereafter, until the remainder of the purchase price has been paid in full.
- C. All payments due hereunder shall be made to Seller at 328 Hayes Street, Gary, Indiana, or at such other place as Seller shall designate in writing.

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- the payment of all sumes due under this contract and the prompt and full performance by Buyer of all her 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.
- 4. Real Estate Taxes. Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable May, 1984, and all installments of taxes due and payable thereafter.
- 5. 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.
- 6. Insurance. Buyer agrees to keep the improvements on 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 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 contract.
- 7. Seller shall deliver to Buyer full and complete possession of the Real Estate upon execution of this contract.
- 8. Use. The Real Estate may be rented, leased or occupied by persons other than Buyer. Buyer may make alteration, changes and make additional improvements without the written consent of Seller first having been obtained. Buyer shall use the Real Estate carefully and shall keep the same in good repair at her expense.

9. <u>Binding Effect.</u> All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument, in duplicate, on this 1st day of March, 1984.

MORNATHER TATE; Seller

ANNA E. SMITH, BUYER

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, this 1st day of March, 1984, personally appeared MORNATHER TATE, as Seller, and ANNA E. SMITH, as Buyer, and acknowledged the execution of the above and foregoing Contract for Sale of Real Estate to be their voluntary act and deed.

WITNESS my hand and Notarial Seal.

NOTARY I

Resident of Lake County, Indiana

Commission Expires:

THIS INSTRUMENT PREPARED BY

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