

FILED

APR 05 1990

093877

AGREEMENT TO PURCHASE PROPERTY

BUYERS PAT & SUE ANN KELLY

*Anna M. Antos*  
AUDITOR LAKE COUNTY

SELLERS YVONNE JONES, MILORAD MILATOVIC

PROPERTY ADDRESS 4540 MASSACHUSETTS GARY, IN 46360 46409

LEGAL DESCRIPTION: Lot numbered 11, in Block 4, as marked and laid down on the recorded Plat of Broadway Realty and Investment Companys Addition to Gary, in Lake County Indiana. *Key # 41-212-9*

Tax Code #02541 0212 0009424617

TERMS: Purchase price \$20,000.00  
Downpaymnet \$ 1,000.00 (to be received in full within 90 days from date of contract)  
Interest 10% Simple interest calculation  
Payments 48 monthly payments of \$481.89 Due on or before the 20th day of each month  
PURCHASE Date October 15, 1989

STATE OF INDIANA/S.S. NO. LAKE COUNTY RECORDER  
APR 5 4 26 PM '90  
ROBERT J. ... RECORDER



ADDITIONAL TERMS AND AGREEMENTS:

1. Payments to be mailed to designated address of seller so as to be received by the agreed upon due date. Sellers agree to furnish buyers a written receipt of each payment showing an interest and principle summary.
2. A late charge of \$15.00 will be assessed on all payments received 7 days or more after the due date.
3. Payments received 30 days after the due date will not be accepted and the contract will be considered in default, at which point the buyers must immediately surrender the property and vacate the premises.
4. Buyers agree to purchase property AS IS and shown with no warranties given or implied by any of the sellers for repairs or maintenance. This includes the fact that the property is being sold with many repair projects uncompleted. Sellers do agree to complete electrical re-wiring of lower apartment.
5. Any and all home improvement projects and structural changes must have prior written approval of either Milorad Milatovic or Bill Jones.
6. No commercial or business activities may be conducted on the premises with the exception of apartment or room rentals.
7. Buyers must use the property as their principle residence. Upon ceasing to be the principle residence of the buyers the contract balance will be due in full.
8. Buyers agree to maintain the property in good repair at all times and agree to a property inspection as the sellers deem necessary and appropriate.
9. Buyers agree to provide sellers with proof of insurance coverage for an amount equal to or greater than the purchase price. Buyers agree to keep this insurance in force during the term of the contract.
10. Buyers agree to maintain all utilities in a paid current status. Disconnection of any utility will result in termination of the contract.

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5.50

- 11. Buyers agree to pay Real Estate Taxes prorated from October 15, 1989 .
- 12. Termination of the contract for any reason will require the buyers to immediately vacate the property and surrender possession to sellers.
- 13. Buyers agree to pay and and all legal fees and court cost associated with the enforcement of this contract.
- 14. Sellers agree to provide Buyers with a deed to property upon fulfillment of contract.

SELLERS

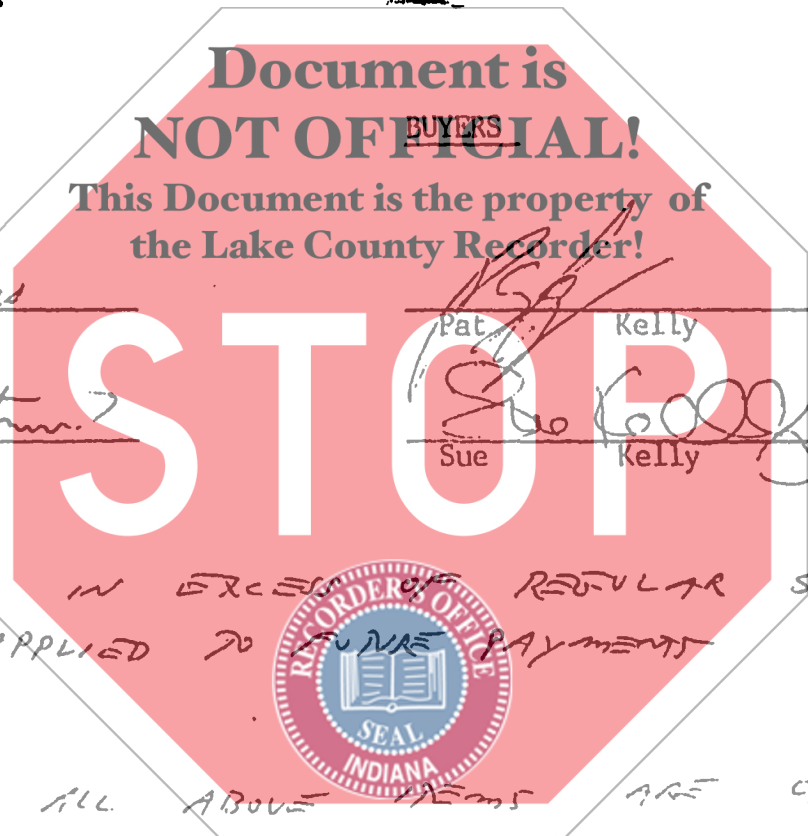
*Yvonne Jones*  
 \_\_\_\_\_  
 Yvonne Jones

*Milorad Milatovic*  
 \_\_\_\_\_  
 Milorad Milatovic

BUYERS

*Pat Kelly*  
 \_\_\_\_\_  
 Pat Kelly

*Sue Kelly*  
 \_\_\_\_\_  
 Sue Kelly



PAYMENTS IN EXCESS OF REGULAR SCHEDULED PAYMENTS  
 WILL BE APPLIED TO FUTURE PAYMENTS

ANY AND ALL ABOVE TERMS ARE OPEN  
 TO ADJUSTMENT AND CHANGE UPON MUTUAL  
 REASONABLE AGREEMENT BY BUYER AND SELLER

BT FOR JF MW

PAYMENTS MAILED TO :

YVONNE JONES  
 11550 EDMERE TERRACE  
 ROSCOE IL 61073  
 815-623-8278

AS OF 10-1-89

RENT IS PAID TO  
 OCTOBER 15<sup>TH</sup> 1989  
 AND 400<sup>00</sup> HAS BEEN  
 APPLIED TO THE DOWN  
 PAYMENT. 600<sup>00</sup> REMAINING  
 BALANCE OF DOWNPAYMENT.

*[Signature]*