

Megany S. Pivney

100727

**NO LIEN CONTRACT FOR
CONDITIONAL SALE OF REAL ESTATE**

THIS AGREEMENT made and entered into by and between MARY DAVILA of GARY, INDIANA, hereinafter called "Seller" and STANLEY BOGGS and SHEILA K. BOGGS, hereinafter called "Buyers".

WITNESSETH:

Seller hereby agrees to and does sell to Buyers and Buyers hereby agree to and does purchase from Seller the following described real estate in Gary, Lake County, Indiana, hereinafter called the "Real Estate":

Inland Manor 5th Addition to the City of Gary, the West 32 feet of Lot 8, Block R, and the East 8 feet of Lot 8, Block R and the East 30 feet of Lot 9, Block R, Lot 7, Block R and Lot 6, Block R as recorded in the Lake County Recorder's Office of Lake County, Indiana are commonly known as: 9245 Oak Ridge Drive, Gary, Indiana.

THE PURCHASE PRICE AND MANNER OF PAYMENT

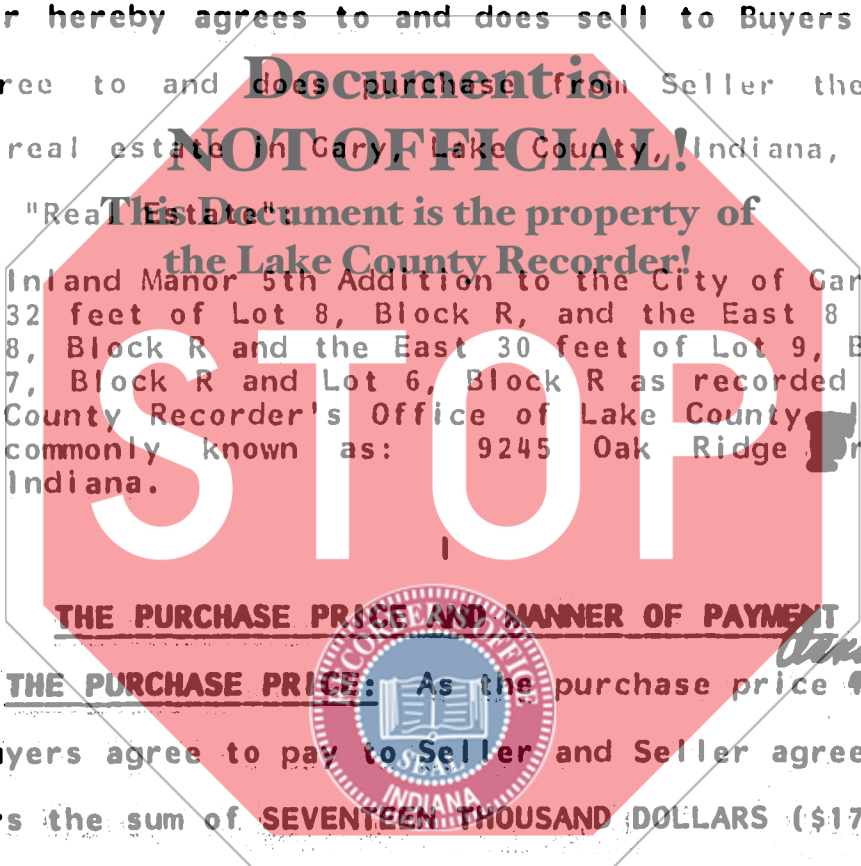
1. **THE PURCHASE PRICE:** As the purchase price for the Real Estate, Buyers agree to pay to Seller and Seller agrees to accept from Buyers the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00).

2. The purchase price shall be paid as follows:

A. ONE THOUSAND DOLLARS (\$1,000.00) down, receipt of which is acknowledged by signature affixed hereto. Said down payment to be applied by Buyers to back taxes due on said property.

B. Regular monthly payments of TWO HUNDRED ELEVEN DOLLARS AND 44/100 CENTS (\$211.44) beginning the M.D. 1st day of MAY, 1990, and payable on 5 B of ONE HUNDRED TWENTY (120) MONTHS until the balance of SIXTEEN THOUSAND DOLLARS (\$16,000.00) SK.B

STATE OF INDIANA/S.S. NO. 1
FILED FOR RECORD
MAY 16 10 47 AM '90
REC'D
RECORDED
CLERK



FILED
MAY 11 1990

Alan N. Anton
APPROVED BY SELLER

000083

1300
CK/E

together with interest of TEN Percent (10%) per annum and any additions to the balance as set forth below are paid in full.

C. In the event Buyers fail to comply with III below, Seller may add to the principal balance:

1.) Any amount the Seller has paid in taxes on the real estate in question, including all taxes due after May, 1990.

2.) Any amount the Seller has paid on insurance on the Real Estate.

D. All payments due hereunder shall be made to:

NOTICE: This Document is the property of the Lake County Recorder!
MARY DAVILA
8228 Oak Ridge
Gary, Indiana 46403

or at such place as Seller designates in writing.

PREPAYMENT OF THE PURCHASE PRICE

Buyers shall have the privilege of paying, at any time, any sum or sums in addition to the monthly payments herein required.

And to pay the balance due at any time.

Buyers agree to pay all assessments and taxes on the Real Estate.

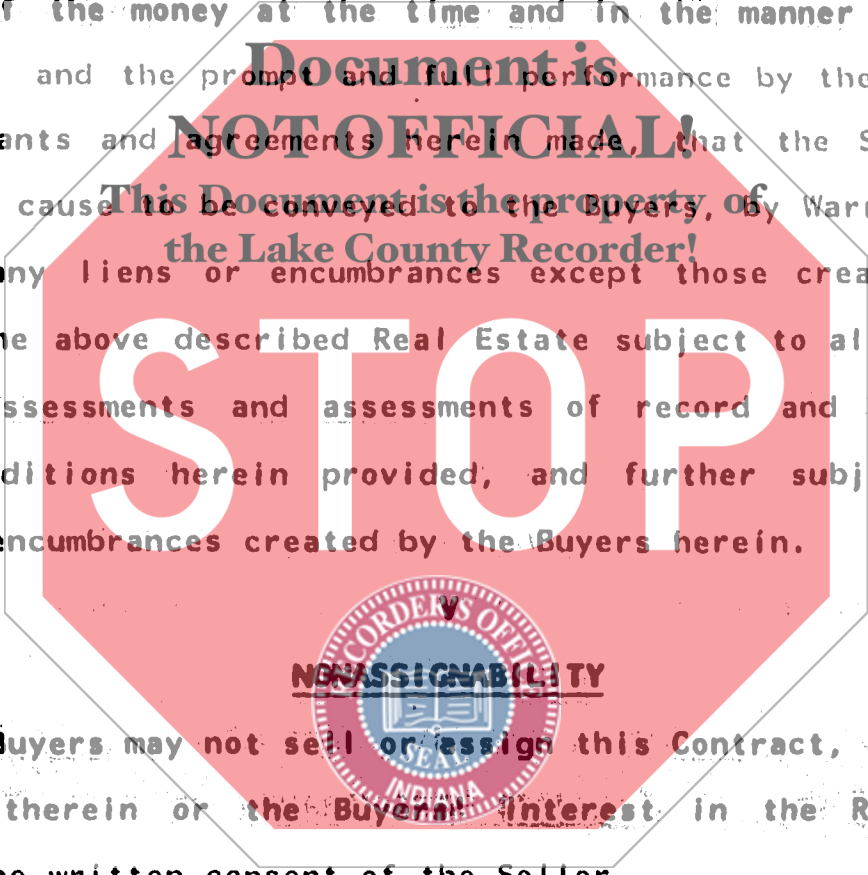
Buyers agree to pay all assessments for municipal or other public improvements completed after May 1, 1990, and to assume all related taxes due and payable on said Real Estate beginning with the May, 1990, installment. Buyers agree to purchase a full replacement All-Perils Liability Insurance Policy for the premises in a face amount of not less than TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) naming the Seller as loss payee. In the

event Buyers do not so pay, Seller may pay same and add the amount paid to the principal balance due hereunder.

IV

FINAL PAYMENT

Seller covenants and agree with the Buyers that upon the payment of the money at the time and in the manner heretofore specified, and the prompt and full performance by the Buyers of all covenants and agreements herein made, that the Seller will convey or cause to be conveyed to the Buyers, by Warranty Deed, free of any liens or encumbrances except those created by the Buyers, the above described Real Estate subject to all taxes and special assessments and assessments of record and to all the other conditions herein provided, and further subject to any liens or encumbrances created by the Buyers herein.



The Buyers may not sell or assign this Contract, the Buyers' interest therein or the Buyer's interest in the Real Estate without the written consent of the Seller.

VI

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

1. **USE:** Buyers shall not commit waste on the Real Estate. In the occupancy of the Real Estate the Buyers shall comply with

all laws, ordinances and regulations of the United States of America, the State of Indiana, and the County of Lake and the City of Gary, and shall assure said compliance by others.

2. **MAINTENANCE:** Buyers shall be solely responsible for all maintenance and repair to the Real Estate and all yard work. Buyers shall be liable for any and all utility payments on the premises and hold Seller harmless from same.

3. **BUYERS' RESPONSIBILITY FOR ACCIDENT:** 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 any improvements thereon.

4. **CONDITION OF PREMISES:** Buyers have inspected the premises and accept the premises "as is" without any warranties of any type and it is understood between the parties hereto that all the terms and conditions of this sale are contained in this Agreement.



WARRANTY OF SELLER

The Seller warrants that she is the fee simple owner of the Real Estate and that no liens or encumbrances exist against the property other than the aforementioned taxes, or liens created by the Buyers.

VIII

CONDEMNATION

In the event the Real Estate, or any portion thereof, is

condemned by an governmental agency, or private corporation with condemnation powers, the Buyers shall have no interest in the award paid except payments ordinarily made to tenants by the condemn's agency.

VIX

SELLER'S REMEDIES ON BUYERS' DEFAULT

1. Should any default be made in the payment of the installments provided herein, or of the performance of any of the covenants of this Agreement, when the same is payable or the time of performance has arrived, as provided, then all the remainder of the aforesaid payment with all arrearages of interest, and sums payable pursuant to the provisions hereof, shall, at the option of the Seller, become immediately payable, and the Seller shall have the right to treat all payments made as rent and to evict the Buyers from the premises as a holdover tenants or, at their option, foreclose this Agreement.

2. Time shall be of the essence and all payments not made within Fifteen (15) days of due date shall be considered in default. Default of any one payment shall be considered a default of the entire contract without waiver of Seller's right to any other remedy they may have. Seller may charge a late fee of an additional TEN (\$10.00) DOLLARS on all payments not made within Fifteen (15) days of the due date.

3. In the event of Buyer's default, Buyers shall be responsible for all reasonable and necessary attorney fees and

Court costs and all judgments taken shall be without relief from evaluation and appraisal laws.

X

GENERAL AGREEMENTS OF PARTIES

1. 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 given hereunder shall be deemed sufficiently given when:

- A. Served on the person to be notified, or
- B. Placed in an envelope directed to the person to be notified at his or her last known address and deposited in a United States Postoffice mailbox, postage prepaid, by Certified Mail, Return Receipt Requested.

2. This Agreement may be recorded.

IN WITNESS WHEREOF the Seller and Buyers have executed this instrument in duplicate on the 25th day of April, 1990.

SELLER:

BUYERS:

Mary Davila
MARY DAVILA

Stanley Boggs
STANLEY BOGGS

Shela K. Boggs
SHEILA K. BOGGS

SIGNATURE PAGE

SELLER:

BUYERS:

Mary Davila
MARY DAVILA

Stanley Boggs
STANLEY BOGGS

Sheila K. Boggs
SHEILA K. BOGGS

STATE OF INDIANA)

COUNTY OF LAKE)

**Document is
NOT OFFICIAL!**

Before me, the undersigned, a Notary Public, in and for said County and State, this 25th day of April, 1990, personally appeared the within named STANLEY BOGGS and SHEILA K. BOGGS, as Buyers, who being duly sworn, executed and acknowledged the signing of the foregoing **NO LIEN CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE** as their free act and deed for the uses and purposes therein set forth.

My Commission Expires:

6-22-90

County of residence: PORTER

NOTARY PUBLIC

STATE OF INDIANA)

COUNTY OF LAKE)

) SS:

Elva Redmond
ELVA REDMOND
A Resident of Porter County, Indiana



Before me, the undersigned, a Notary Public, in and for said County and state, this 25th day of April, 1990, personally appeared the within named MARY DAVILA, as Seller, who being duly sworn, executed and acknowledged the signing of the foregoing **NO LIEN CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE** as her free act and deed for the uses and purposes therein set forth.

My Commission Expires:

6-22-90

NOTARY PUBLIC

Elva Redmond
ELVA REDMOND
A Resident of Porter County, Indiana

THIS INSTRUMENT PREPARED BY:

GREGORY S. REISING
ATTORNEY AT LAW
607 South Lake Street
Gary, Indiana 46403
(219) 938-8080