

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

NORTHWEST INDIANA TITLE SERVICES, INC.

162 Washington Street  
Lowell, Indiana 46336  
769-0727 or 695-0100

THIS CONTRACT, made and entered into by and between CHESTER WALERCZYK and JULIE WALERCZYK, husband and wife, (hereinafter called "Seller") and JOSEPH DERR (hereinafter called "Buyer"),

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to does purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter located on it) in Lake County, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"):

Lots 23 and 24, Chambers Second Addition to Shelby, as shown in Plat Book 11, page 10, in Lake County, Indiana.

Commonly known as: 23110 Buchanan Street, Shelby, Indiana.

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 Fourteen Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$14,875.00).

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

(a) The sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) shall be paid monthly, beginning June 15, 1990, and on the same date of each month thereafter, until the remainder of the purchase price has been paid in full.

(b) The unpaid balance of the purchase price shall bear no interest.

(c) All payments due hereunder shall be made to 315-1/2 Cherry Street, Lodi, CA, 95240, or at such other place as Seller shall designate in writing.

(d) Buyer shall have a grace period of fifteen (15) days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in a sum equal to five percent (5%) of such installment shall accrue and be immediately due and payable.

(e) Each installment received by Seller shall be applied: first to accrued late charges, then to interest accrued to the due date of such installment, and then to the reduction of the Unpaid Purchase Price.

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

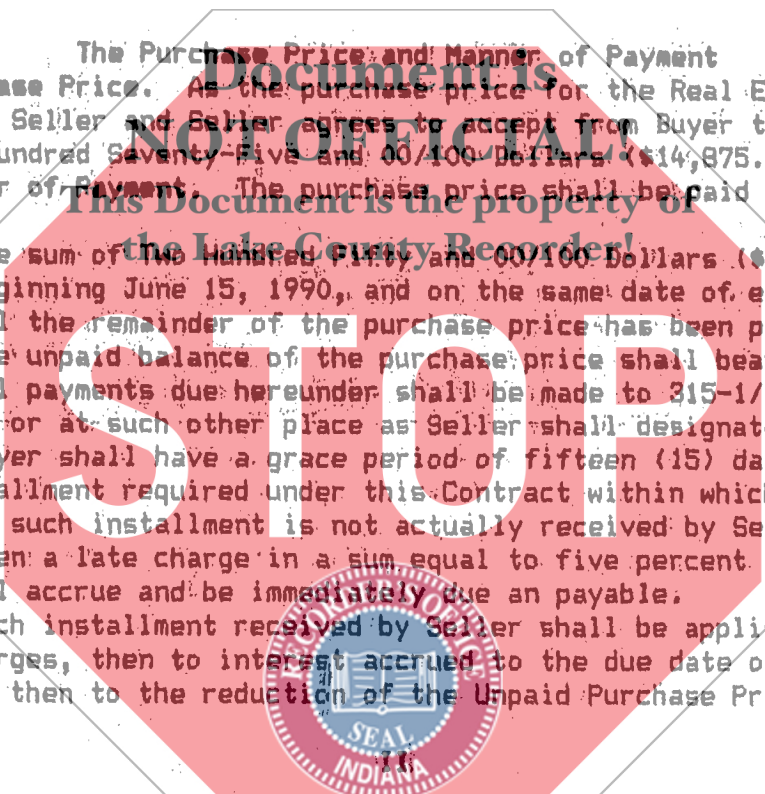
Taxes, Assessments and Insurance

Seller shall pay the 1989 payable 1990 taxes and the May installment of the 1990 payable 1991 taxes when the same become due and payable. The parties shall prorate the November 1990 installment of the 1991 taxes to the date of this agreement and the Buyer shall be responsible for all payment thereafter.

IV

Possession

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



STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD JUN 5 11 1990

FILED JUN 2 1990

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#### Evidence of Title

If Buyer is not in default under this contract, Seller will furnish Buyer an owner's title insurance policy disclosing marketable title to the Real Estate to a date which is the earlier of (a) a date (after the date of this contract) specified by Buyer in a notice to Seller or (b) a date 60 days prior to the date the final installment under this contract is due.

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 a 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 restriction 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

##### 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 and that no assignment shall operate to relieve either party from liability hereon.

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#### VII

**This Document is the property of the Lake County Recorder and Buyer's Responsibility for Injuries**

1. **Use.** The Real Estate may not be rented, leased, or occupied by persons other than Buyer. Buyer may make alterations, changes and additional improvements only with the written consent of Seller having first been obtained. 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.

#### VIII

##### Buyer's Default and Seller's Remedies

1. **Time.** Time is of the essence of this Contract.

2. **Buyer's Default.** Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate.

3. **Event of Default.** The following shall each constitute an Event of Default for purposes of this Contract:

(a) Failure by Buyer for a period of thirty (30) days to pay any payment required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.

(b) Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract.

(c) Causing or permitting by Buyer of the making of any levy, seizure or attachment of the Real Estate or any part thereof.



(d) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.

(e) Institution of insolvency proceedings against Buyer, or the adjustment, liquidation, extension or composition or arrangement of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or, Buyer's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Real Estate.

(f) Desertion or abandonment by Buyer of any portion of the Real Estate.

(g) Actual or threatened alteration, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by this Contract.

(h) Failure by Buyer, for a period of thirty (30) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.

4. Seller's Remedies. Upon the occurrence of an Event of Default, Seller shall elect his remedy under Subsection 4(a) or 4(b) (unless Subsection 4(c) is applicable).

(a) Seller may declare this Contract forfeited and terminated, and upon such 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 eject Buyer and all persons claiming under him. Further, Seller shall have the right to institute legal action to have this Contract forfeited and terminated and to recover from Buyer all or any of the following:

i. possession of the Real Estate;  
ii. any payment 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;

iii. interest on the unpaid Purchase Price from the last date to which 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 ii above;

iv. due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract;

v. premiums due and unpaid for insurance which Buyer is obligated to provide under this Contract;

vi. the reasonable cost of repair of any physical damage or waste to the Real Estate other than damages caused by ordinary wear and tear and acts of God or public authorities; and

vii. any other amounts which Buyer is obligated to pay under this Contract; or

(b) Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same. When all of such sums are paid to Seller, Seller shall convey or cause to be conveyed to Buyer, by Warranty Deed, the Real Estate subject to restrictions and easements of record as of the date of this Contract and all taxes and assessments which are Buyer's obligation.

(c) In the event Buyer has substantial equity in the Real Estate when an Event of Default occurs, then this Contract shall be considered the same as a promissory note secured by a real estate mortgage, and Seller's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law and Seller may not avail himself of the remedies set forth in Subsection 4(a) or 4(b). If this Subsection is applicable, then Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate. The parties agree that after Buyer has paid twenty percent (20%) of the purchase price (which price means the original purchase price set forth in Article I), then Buyer shall have substantial equity in the Real Estate.

5. Sums Payable. 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 attorney fees, incurred by Seller in connection with the exercise of any right or remedy under this Contract, including the preparation and delivery of any notice as required under this contract whether said notice is sent by the Seller herein or his attorney.

6. Seller's Additional Remedies. In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

(a) Retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy under this Contract), as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payment made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.

(b) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.

(c) Enforce any right without relief from valuation or appraisal laws.

IX

**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.

2. When applicable, the singular shall apply to the plural and the masculine to the feminine of the neuter.

3. Any notice to be given hereunder shall be deemed sufficiently given when 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 and sent certified mail return receipt requested. All time periods as required under this contract shall begin from date of posting of said notice.

4. Each party is entitled to recover his reasonable attorney fees, costs and expenses incurred by reason of enforcing his rights, hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.

5. The failure or omission of either party 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.

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**Additional Covenants**

1. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the Seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include all improvements permanently installed and affixed, such as, but not limited to, electrical and/or gas fixtures, heating equipment and all attachments thereto, ~~central air conditioning, built-in kitchen equipment, hot water heaters, incinerators, window shades, curtain rods, drapery poles and fixtures, television antennae, lighting fixtures and their shades, venetian blinds, window screens, screen doors, storm windows, storm doors, linoleum, laundry tubs, well pump, sump pump, pressure tank, water softener (if not rented), awnings, shrubbery, plants, trees, and all articles which are so attached or built-in, the removal of which would leave the premises in an incomplete or unfinished condition as to exterior or interior decoration or external appearance, and shall be delivered in its present condition, free from all liens or encumbrances.~~

2. Buyer and Seller covenant and agree that the Buyer herein is purchasing said premises in an "as is" condition.

3. Buyer shall pay attorney fees and court costs of \$1,000.00 within thirty (30) days of this agreement.

In WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this 30 day of May, 1990.

BUYER:

Joseph D. Durr  
JOSEPH DURR

SELLERS:

Chester Walerczyk  
CHESTER WALERCZYK

Julie Walerczyk  
JULIE WALERCZYK

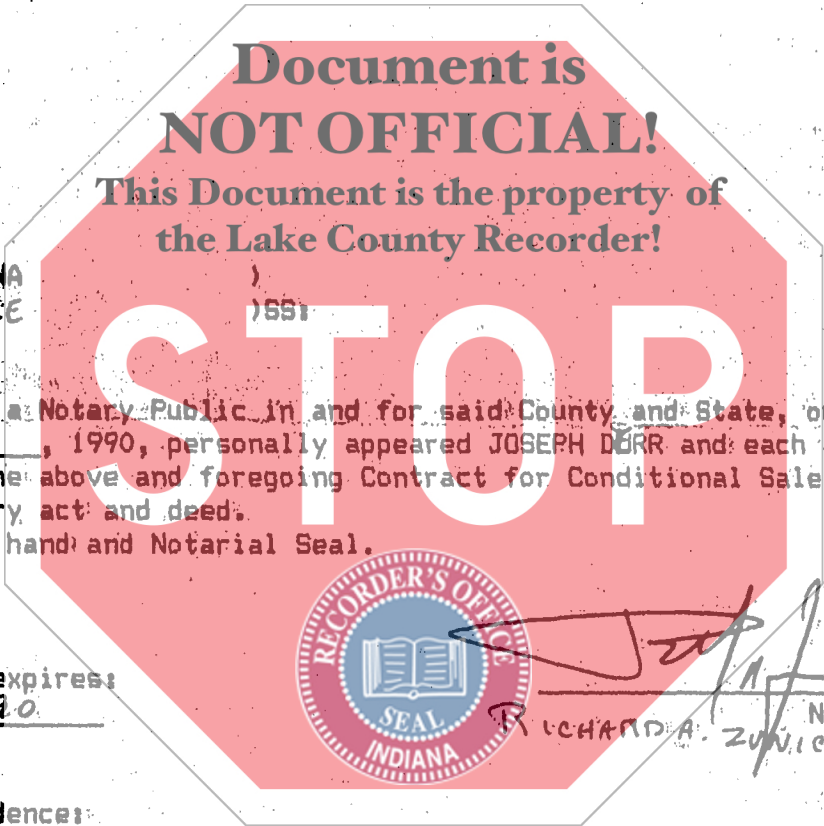
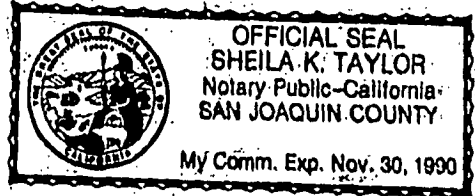
STATE OF CALIFORNIA )  
COUNTY OF San Joaquin )SS:

Before me, a Notary Public in and for said County and State, on this 30th day of May, 1990, personally appeared CHESTER WALERCZYK and also JULIE WALERCZYK and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to his and her voluntary act and deed.  
WITNESS my hand and Notarial Seal.

My Commission expires:  
11-30-90

*Sheila K Taylor*  
Notary Public

County of Residence:  
San Joaquin



STATE OF INDIANA )  
COUNTY OF LAKE )SS:

Before me, a Notary Public in and for said County and State, on this 18th day of May, 1990, personally appeared JOSEPH DARR and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to his voluntary act and deed.  
WITNESS my hand and Notarial Seal.

My Commission expires:  
9-12-90

*Richard A. Zunica*  
NOTARY PUBLIC

County of Residence:  
LAKE

This Instrument was prepared by Richard A. Zunica, Attorney at Law,  
162 Washington Street, Lowell, Indiana.