

91020873

LAND CONTRACT

THIS CONTRACT, entered into by JUDSON AGEE and DOROTHY AGEE, Husband and Wife, 9502 W. 143rd Place, Cedar Lake, IN 46303 (PO Box 203)

(hereinafter referred to as "Vendor"), and ROBERT L. AGEE and KATHERINE L. AGEE, Husband and Wife, 9500 W. 143rd Place, Cedar Lake, IN 46303 (PO Box 170) (hereinafter referred to as "Purchaser"),

WITNESSETH THAT the parties agree as follows:

Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the following described real estate located in Lake County, Indiana (hereinafter referred to as "Real Estate"):

Split To Key # 24-18-49 From Key # 24-18-27

A part of the Northwest 1/4 of Section 34, Township 34 North, Range 9 West of the 2nd P.M. to-wit: Commencing at a point 1220.90 feet South and 486.29 feet East of the Northwest corner of said Section 34; thence South parallel with the West line of said Section 34 a distance of 358.30 feet; thence East 220 feet; thence North 358.30 feet; thence West 220 feet to the place of beginning, containing 1.8 acres, more or less, except the South Twenty feet thereof reserved for public utilities. (This is being split off of Key No. 24-18-27, Unit 30) (It is anticipated that a new Key Number will be obtained.)

commonly known as: 9500 W. 143rd Place, Cedar Lake, IN 46303. upon the following covenants, terms, and conditions:

1. Purchase Price and Manner of Payment.

a. Purchase Price. The purchase price for the Real Estate shall be the sum of Forty-Five Thousand Dollars (\$45,000.00) without relief from valuation or appraisal laws and with attorney's fees if collection of the balance due hereunder is referred to an attorney after default.

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

- (1) The sum of Two Thousand Five Hundred Dollars (\$2,500.00) is paid at the time of the execution and delivery of this contract, receipt of such sum being hereby acknowledged by Vendor. An additional \$2,500.00 shall be paid on or before December 31, 1991.
(2) The sum of Three Hundred Thirty-Four & 58/100 Dollars (\$334.58) shall be paid on June 4, 1991.

and on the 4th day of each calendar month thereafter, until the remainder of said purchase price, with interest as herein provided, has been paid in full. Purchaser shall have the option to prepay any or all of the monthly payments hereunder. The unpaid balance of the purchase price shall bear interest from the date hereof at the rate of

eight per centum (8.0%) per annum, such interest to be computed on the following dates: June 30 or December 31, whichever date is nearest, and thereafter semi-annually on each June 30 or December 31, or date of payment in full, upon the principal amount then due. The amount of interest so computed shall be added to the amount remaining due hereunder on the unpaid balance and payable monthly.

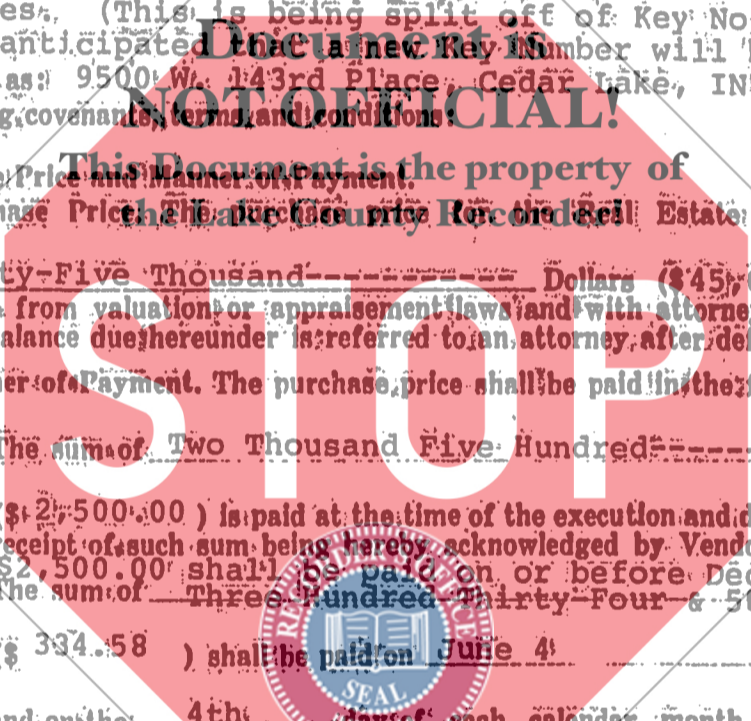
(3) All payments due hereunder shall be made to Vendor at his address given above,

or to such other person or at such other place as Vendor may designate in writing:

2. Taxes and Insurance.

a. Taxes. Purchaser shall pay the taxes on the Real Estate beginning with the installment payable by the first Monday in November 1991, and all installments of taxes payable thereafter.

b. Assessments. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien after the date of execution of this



STATE OF INDIANA, S.S. NO. LAKE COUNTY REC'D MAY 2 1991

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c. **Insurance.** Purchaser shall keep the improvements on said real estate insured under fire and extended coverage policies and pay the premiums on such insurance policies as they become due. Such insurance shall be obtained from companies approved by Vendor and in an amount not less than the balance of the purchase price due hereunder, or to the full extent of their insurable value, if that is less. Such policy or policies shall be issued in the names of Vendor and Purchaser, as their respective interests may appear, and shall be delivered to and retained by Vendor during the continuance of this agreement.

d. **Payment by Vendor.** Upon failure of Purchaser to pay taxes or assessments or provide insurance as hereby required, Vendor, without further notice, may pay such taxes or assessments or provide such insurance and add the costs thereof to the principal balance due.

3. Possession.

Purchaser shall have full and complete possession of the Real Estate on the date of execution hereof.

Purchaser's right of possession shall continue so long as Purchaser complies with all the terms and conditions of this agreement and performs all the covenants made in this agreement.

4. Evidence of Title.

Vendor has furnished Purchaser with satisfactory evidence of title to the Real Estate which shows marketable title to the Real Estate on the date thereof. Any further evidence of title shall be obtained at the expense of Purchaser. Vendor shall have the right to obtain possession of any abstract of title until the entire purchase price for the Real Estate has been paid.

5. Vendor's Right to Mortgage the Real Estate.

Vendor shall have the right to obtain, without further consent by Purchaser, a loan secured by a mortgage on the Real Estate, and also shall have the right to renew or increase any such mortgage loan. However, the balance in respect of any such mortgage loan at no time shall exceed the unpaid balance of the purchase price due hereunder. If Vendor encumbers the Real Estate by a mortgage hereunder, Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this contract. Vendor shall pay any such mortgage loan when due or at such earlier time as Purchaser pays in full the unpaid balance of the purchase price hereunder.

6. Assignment of Contract.

Neither Purchaser's interest in this contract nor Purchaser's interest in the Real Estate shall be sold, assigned, pledged, mortgaged, encumbered or transferred by Purchaser without the written consent of Vendor. In the event of an assignment of Purchaser's interest hereunder by operation of law or in the event there shall be filed by or against Purchaser in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Purchaser's property, or if Purchaser makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, then in any such event Vendor may, at his option, terminate this agreement and shall have all remedies as set forth herein upon a default by Purchaser. If Purchaser is adjudicated a bankrupt, this contract and all of Purchaser's rights hereunder shall automatically terminate without any further act by either party hereto.

7. Use of the Real Estate by Purchaser; Vendor's Right of Inspection; Purchaser's Responsibility for Injuries.

a. **Use.** The Real Estate shall not be rented, leased or occupied by persons other than Purchaser, nor shall any of the improvements now or hereafter placed thereon be changed, remodeled, or altered in any way unless Purchaser shall first obtain the written consent of Vendor. No additional improvements shall be placed on the Real Estate by Purchaser unless written consent of Vendor shall have been first obtained. Purchaser shall use the Real Estate and the improvements thereon carefully, and shall keep the same in good repair at his expense. Purchaser shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Purchaser shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.

b. **Vendor's Right of Inspection.** Until purchase price is paid in full, Vendor may enter and inspect the Real Estate and the improvements thereon at any reasonable time.

c. **Purchaser's Responsibility for Accidents.** Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person or property arising from his use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying liability insurance, in an amount satisfactory to the Vendor, insuring the Vendor's liability as well as the Purchaser's.

8. Vendor's Remedies on Purchaser's Default.

Time shall be of the essence of this agreement. If Purchaser fails to pay any installment of the purchase price or interest thereon, or any installment of taxes on the Real Estate, or assessment for a public improvement, or any premium of insurance, as the same be-

comes due, and if such failure continues for a period of sixty days; or if Purchaser fails to perform or observe any other condition or term of this agreement and

such default continues for a period of sixty days after written notice thereof is given to Purchaser; then Vendor may, at his option:

a. Cancel this agreement and take possession of the Real Estate, and remove Purchaser therefrom, or those holding or claiming under him, without any demand.

b. Declare the entire unpaid balance of this contract immediately due and payable, and in such event, Vendor may pursue whatever remedies, legal or equitable, are available to collect the entire unpaid balance of the purchase price.

ADDENDUM TO LAND CONTRACT, AGEE SALE TO AGEE

- A. There shall be no interest on the second \$2,500.00 payment called for by this contract.
- B. Robert L. and Katherine L. Agee shall have the right to place new improvements on the real estate and to remodel existing improvements, so long as such changes add value to the real estate.
- C. The parties agree, that in the event of a payoff in full of this land contract before the expiration of ten (10) years from the date thereof, that the Purchaser shall be required to pay, in addition to the unpaid balance, a premium amounting to ten percent of the unpaid balance at the time of the payoff. After ten (10) years from the date hereof, there shall be no premium for payoff early, and the Purchaser shall have the right to pre-pay on this contract in increments amounting to the installment payment amount of \$334.58 or multiples thereof, on any contract payment date.
- D. Notwithstanding any other provision of this contract, if Purchaser should attempt to and actually enter into a contract for the sale of this real estate without the permission of the Vendor, the Purchaser agrees that a condition of any such contract for the sale of the real estate shall be that he shall first offer the real estate to the Vendor on the same terms and conditions. Vendor shall have ten (10) days in which to issue and deliver to Purchaser his written decision to purchase said real estate on the terms set forth in said contract, and an additional thirty (30) days thereafter in which to obtain financing necessary to complete said purchase. This clause does not, however, give the Purchaser the right to sell said real estate without the written permission of the Vendor as required by paragraph numbered 6 of this Contract.

(This Addendum shall be inserted into the Land Contract and become page 3. thereof.)

The seal of the Recorder's Office, Indiana, is circular with a blue border containing the text "RECORDER'S OFFICE" at the top and "INDIANA" at the bottom. In the center, there is a smaller circle with the word "SEAL" above a stylized emblem.
Robert L. Agee
ROBERT L. AGEE

Katherine L. Agee
KATHERINE L. AGEE

Judson Agee
JUDSON AGEE

Dorothy Agee
DOROTHY AGEE

c. Exercise any other remedies available at law, or in equity.

The remedies herein provided shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy at any time shall not operate as a waiver of the right of Vendor to exercise any remedy for the same or any subsequent default at any time thereafter. In the event of Vendor's cancellation after default by Purchaser, all rights and demands of Purchaser under this contract and in and to the Real Estate shall cease and terminate and Purchaser shall have no further right, title or interest, legal or equitable, in or to the Real Estate and Vendor shall have the right to retain all amounts theretofore paid by Purchaser as agreed payment for Purchaser's possession of the Real Estate prior to default. Such retention shall not bar Vendor's right to recover damages for unlawful detention of the real estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by Vendor, including reasonable attorney's fees incurred by Vendor in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchaser.

9. Covenants of Vendor.

Upon payment by Purchaser of all amounts due hereunder in full, and performance by Purchaser of all covenants and conditions, Vendor shall convey the Real Estate to Purchaser by general warranty deed, subject, however, to all conditions, easements, highways, rights-of-way, restrictions and limitations now of record; rights of persons in possession; the lien of all unpaid taxes and assessments for public improvements, and other encumbrances which, by the terms of this agreement, are to be paid or assumed by Purchaser, or which are made or suffered by Purchaser; and the provisions of applicable zoning laws.

10. General Agreement of Parties.

All covenants hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States Mails by Certified or Registered Mail, postage prepaid:

(1) If to Vendor, at the foregoing address at which payments are to be made, unless Purchaser is otherwise notified.

(2) If to Purchaser, this address given above in this contract.

Such addresses may be changed by either party by written advice as to the new address delivered as above provided.

11. See attached Addendum which is executed as and made a part of this contract by reference the same as set forth herein explicitly.

IN WITNESS WHEREOF, Vendor and Purchaser have executed this instrument on this

1st day of May, 1991, and if this instrument is executed in counterparts, each shall be deemed an original.

Signature Robert L. Agee
Printed: ROBERT L. AGEE



Signature Judson Agee
Printed: JUDSON AGEE

Signature Katherine L. Agee
Printed: KATHERINE L. AGEE
PURCHASER

Signature Dorothy Agee
Printed: DOROTHY AGEE
VENDOR

Vendor's Acknowledgment and Purchaser's Acknowledgment

STATE OF INDIANA
COUNTY OF LAKE

} SS:

Before me, a Notary Public in and for said County and State, personally appeared
JUDSON AGEE and DOROTHY AGEE, HUSBAND AND WIFE, and
ROBERT L. AGEE and KATHERINE L. AGEE, HUSBAND AND WIFE,
who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notarial Seal this 1 day of May, 1991

My commission expires
4-22-95

Signature Vanessa Katchen
Printed: Vanessa Katchen Notary Public

County of Residence: Lake

This instrument was prepared by JAMES R. BIELEFELD, attorney at law.