

7
Jules
1301 E. Ridge Rd
4/9 James R. Riley
Gary Ind 46409

LAND CONTRACT

THIS LAND CONTRACT ("Contract") has been executed this 8th day of Jan, 1986, by JACK R. POVLOCK ("Vendor"), and JAMES R. RILEY and BRADLEY O. MURRAY ("Purchasers");

91021422

WITNESSETH that the parties agree as follows:

Vendor hereby sells to Purchasers, and Purchasers hereby purchase from Vendor, the following described real estate, together with all improvements thereon or belonging thereto, located in Lake County, Indiana ("Real Estate"), being more particularly described as follows:

Lots 6 through 10 inclusive, Block 14 in the Greater Gary Realty Company's 1st Addition to the City of Gary, as per plat thereof, in the office of the Recorder of Lake County, Indiana.

commonly known as 1301 East Ridge Road, Gary, Indiana, also upon the following covenants and conditions:

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAY 6 12 35 PM '86
ROBERT J. COOK, RECORDER

the Lake County Recorder!

1. Purchase Price and Manner of Payment

A. Purchase Price. The Purchase Price for the Real Estate shall be the sum of Thirty Thousand Dollars (\$30,000) ("Purchase Price"), which Purchasers agree to pay Vendor in accordance with the terms and conditions of this Contract.

B. Manner of Payment. The Purchase Price shall be paid in the following manner:

(1) The sum of Three Hundred Dollars (\$300) shall be paid to Vendor on the 15th day of each month beginning on December 15, 1986 and on the 15th day of each succeeding month for eight (8) additional months.

(2) The sum of Four Hundred Dollars (\$400) shall be paid on the 15th day of each month beginning on September 15, 1987 and on the 15th day of each succeeding month for twenty-three (23) additional months.

(3) The sum of Five Hundred Dollars (\$500) shall be paid on the 15th day of each month beginning on September 15, 1989 and on the 15th day of each succeeding month for thirty-four (34) additional months.

(4) The remaining balance of Two Hundred Dollars (\$200) shall be paid on August 15, 1992.

FILED

MAY 8 1986

James R. Riley
LAKE COUNTY

00301

19.00

For Amend. See # 91021423

(5) Purchasers may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract balance shall relieve Purchasers from continuing to make scheduled payments as they become due and payable, until the Purchase Price is paid in full.

(6) All payments shall be made to Vendor at 1301 East Ridge Road, Gary, Indiana 46409, or to such other place or person as Vendor may direct by written notice to Purchasers.

2. **Taxes, Assessments and Insurance**

A. **Taxes and Assessments.** Purchasers shall assume and pay the real property taxes as of the date of the first payment on this Contract; i.e. Vendor is responsible for payment of the second installment of the 1985 taxes payable in 1986 and for the 1986 taxes payable in 1987 which accrue prior to the date the first payment under this Contract is due. Purchasers are responsible for the balance of the 1986 taxes payable in 1987, which sum shall be paid over to Vendor on or before the date the taxes are due. Thereafter, Purchasers shall be responsible for all real property taxes. Purchasers shall assume and pay all special assessments made after the date of the first payment on this Contract.

Vendor shall forward a copy of any assessment and copies of all tax bills which Purchasers are responsible for paying at the earlier of: (1) the 30th day after Vendor receives such assessment or tax bill; or (2) the 10th day prior to such assessment or tax bill coming due.

Purchasers shall provide proof of payment of such assessment or tax bill within ten (10) days after demand by Vendor.

B. **Insurance.** Purchasers agree to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Real Estate, in an amount not less than Twenty Thousand Dollars (\$20,000). The required insurance shall be issued in the names of Purchasers and Vendor, as their respective interest may appear, and shall provide that the insurer may not cancel or materially change coverage without ten (10) days' prior written notice to Vendor. Purchasers shall provide Vendor with such proof of insurance coverages as Vendor from time to time shall reasonably request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to the Real Estate covered by the required insurance shall be applied to restoration and repair of the loss or damage in such fashion as Vendor reasonably may require, unless such restoration and repair is not economically feasible or there exists an uncured event of default by Purchasers under this Contract on the date of receipt of such proceeds, in either of which

events, the proceeds may be applied, at Vendor's option, toward prepayment of the Contract balance, with any excess to be paid to Purchasers.

3. Possession

Vendor shall give Purchasers full and complete possession of the Real Estate upon execution of this Contract.

4. Evidence of Title

Prior to the execution of this Contract, Vendor agrees to provide Purchasers with a contract purchasers title insurance policy in the amount of Thirty Thousand Dollars (\$30,000). Upon completion of all obligations of the Purchasers, and final payment of the balance due, the Vendor agrees to bring the contract purchasers title insurance policy down to the date of final payment. All premiums for same shall be paid by Vendor.

5. Warranties of Vendor

Vendor hereby warrants that Vendor has good and merchantable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances.

Vendor further represents and warrants the following as of the date hereof: Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchasers; Vendor has not given any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed; there is no judgment of any court of the State of Indiana or any court of the United States that is or may become a lien on the Real Estate; and Seller is neither principal nor surety on any bond payable to the State of Indiana.

6. Condemnation

If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of the power of eminent domain, the entire proceeds of the award of compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Vendor. Such proceeds shall be applied as a prepayment of the Contract balance; provided, however, that if the Contract balance is paid in full, then Vendor shall pay the balance of the compensation to Purchasers.

In the event Purchasers shall sell their interest in the Real Estate, the Vendor's interest hereunder, which shall constitute a lien, shall be fully and completely paid off and satisfied at the time of closing of said sale.

6. **Mechanic's Liens**

Purchasers shall not permit any Statement of Intention to Hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Purchasers. If such Statement of Intention to Hold a Mechanic's Lien shall be filed, Vendor, at Vendor's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to Hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchasers, upon demand by Vendor, shall cause the lien to be released at Purchasers' expense by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchasers the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

8.

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Indemnification and Release
the Lake County Recorder!**

Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Vendor, Purchasers shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchasers' control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected against by insurance.

Use of the Real Estate by Purchasers; Vendor's Right of Inspection; Purchasers' Responsibility for Accidents

A. Use. The Real Estate may be used for any purpose, without the prior consent of the Vendor, provided the use shall be compatible with the laws of the State of Indiana and the applicable Ordinances of the City of Gary, Indiana.

No changes, remodeling or alteration or additional improvements to the property shall be made which shall diminish the value of the property. Purchasers, at Purchasers' expense, shall use the Real Estate and the improvements thereof carefully and shall keep the same in good repair, ordinary wear and tear excepted. Purchasers shall not commit waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.

B. Vendor's Right of Inspection. Until the Purchase Price is paid in full, Vendor from time to time and at reasonable times, peaceably may enter and inspect the Real Estate.

C. Purchasers' Responsibility for Accidents. Purchasers hereby assume all risk and responsibility for accident, injury or damage to person and property arising from Purchasers' use and control of the Real Estate and the improvements thereon. Purchasers shall insure such risk by carrying standard liability insurance, in the amounts of Three Hundred Thousand Dollars (\$300,000) per occurrence, with limits of One Hundred Thousand Dollars (\$100,000) per person for bodily injury and Fifty Thousand Dollars (\$50,000) per incident of property damage, insuring the Vendor's liability as well as the Purchasers'.

Upon failure of Purchasers to provide liability insurance as required under this Contract, Vendor, upon written notice to Purchasers, may obtain and maintain such liability insurance and add the costs thereof to the Contract balance.

10. Default This Document is the property of the Lake County Recorder!

In the event of default, as hereinafter defined, the parties hereto agree that the Purchasers shall forfeit any interest in the Real Estate and such interest shall revert to Vendor. The parties further agree that such forfeiture shall be the exclusive remedy for default and upon such a forfeiture the Purchasers are released from any further liability under this Contract. Said interest shall include any permanent improvements made to the Real Estate at Purchasers' expense but shall not include any personal property owned by Purchasers or any fixtures installed by them which can be reasonably removed without damage to the improvements.

A. Default by Purchasers for a period of ninety (90) days after written notice thereof is given to the Purchasers in the payment of (1) any instalment of the Purchase Price when due under the terms of this Contract; or (2) any instalment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Contract are payable by Purchasers.

B. Default, for a period of sixty (60) days after written notice thereof is given to Purchasers, in the performance or observation of any other covenant or term of this Contract.

C. Desertion or abandonment of the Real Estate, or any part thereof, by Purchasers.

D. Actual or threatened alteration, demolition or removal of any improvements which are a part of the Real Estate, except as expressly allowed by the terms of this Contract.

- E. Sale or conveyance of Purchasers' interest in this Contract or Purchasers' interest in the Real Estate, without Vendor's prior written consent, except as is consistent with the terms and conditions hereinbefore set out.

11. Additional Covenants and Representations of Vendor

Upon payment by Purchasers of the Purchase Price in full, with all interest accrued thereon, and the performance by Purchasers of all covenants and conditions which by the terms of this Contract are to be performed by Purchasers, Vendor agrees and covenants to convey the Real Estate to Purchasers by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by Purchasers hereunder; any liens and encumbrances created by the Purchasers through their acts or their neglect or failure to act; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchasers.

12. General Agreement of Parties

- A. Any and all attorneys fees and expenses incurred by Vendor or Purchasers to enforce any term, condition or covenant of this agreement shall be paid by the party incurring same.
- B. This Contract 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. Any notices to be given hereunder shall be deemed sufficiently given when (1) actually served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mail by certified or registered mail, postage prepaid:
1. If to Vendor, at the address at which payments to Vendor are to be made.
 2. If to Purchasers, at 1301 East Ridge Road, Gary, Indiana 46409.

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

- C. Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

13. Recording

This Contract or a Memorandum of this Contract may be recorded by Purchasers at Purchasers' expense.

IN WITNESS WHEREOF, Vendor and Purchasers have executed this instrument on this 8th day of JAN, 1986.

VENDOR

Jack R. Povlock
JACK R. POVLOCK

PURCHASERS

James R. Riley
JAMES R. RILEY
Bradley O. Murray
BRADLEY O. MURRAY

VENDOR'S ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Jack R. Povlock who acknowledged the execution of the foregoing **Document is**

Witness my hand and seal this 8th day of JAN, 1986.

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My Commission Expires:

4-25-88

County of Residence:

LAKE

PURCHASERS' ACKNOWLEDGMENT

STATE OF INDIANA)
))
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared James R. Riley and Bradley O. Murray who acknowledged the execution of the foregoing Land Contract.

Witness my hand and seal this 8th day of JAN, 1986.

Joseph Komarski
Notary Public

My Commission Expires:

4-25-88

County of Residence:

LAKE

This instrument prepared by Bruce A. Lambka,
BROWN & CHAEL, Attorneys at Law,
1164 North Main Street, Crown Point, Indiana 46307