

**FILED**

INSTALLMENT LAND CONTRACT

MAY 01 1991

91021786

This agreement, made and entered into by and between BETTY L. JOHNSON, hereinafter referred to as "seller", and HERMAN & LELA DARKIS, (husband & wife) hereinafter referred to as "buyer".

*Danny R. Carter*  
RECORDER LAKE COUNTY

WITNESSETH:

That the parties agree as follows:

Seller hereby sells to buyer, and buyer hereby purchases from seller, the following described real estate located in Lake County, Indiana, and commonly know as 3560 Wisconsin Street, Lake Station, Indiana, 46405, hereinafter referred to as the real estate:

Lots 27 and 28, Block 1, Spielmans Addition to Gary, as shown in platt Book 13, page 7, Lake County, Indiana

#50-199-19

upon the following covenants, terms and conditions.

1. PURCHASE PRICE & MANOR OF PAYMENTS

A. PURCHASE PRICE

The purchase price for the real estate shall be in the sum of TWENTY ONE THOUSAND SIX HUNDRED DOLLARS (\$21,600.00) without relief from valuation or appraisal laws and with attorney fees if collection of monies needed to repair real estate back to the condition it is in at time of the signing of this contract. Caused by neglect of real estate after default.

B. MANOR OF PAYMENTS

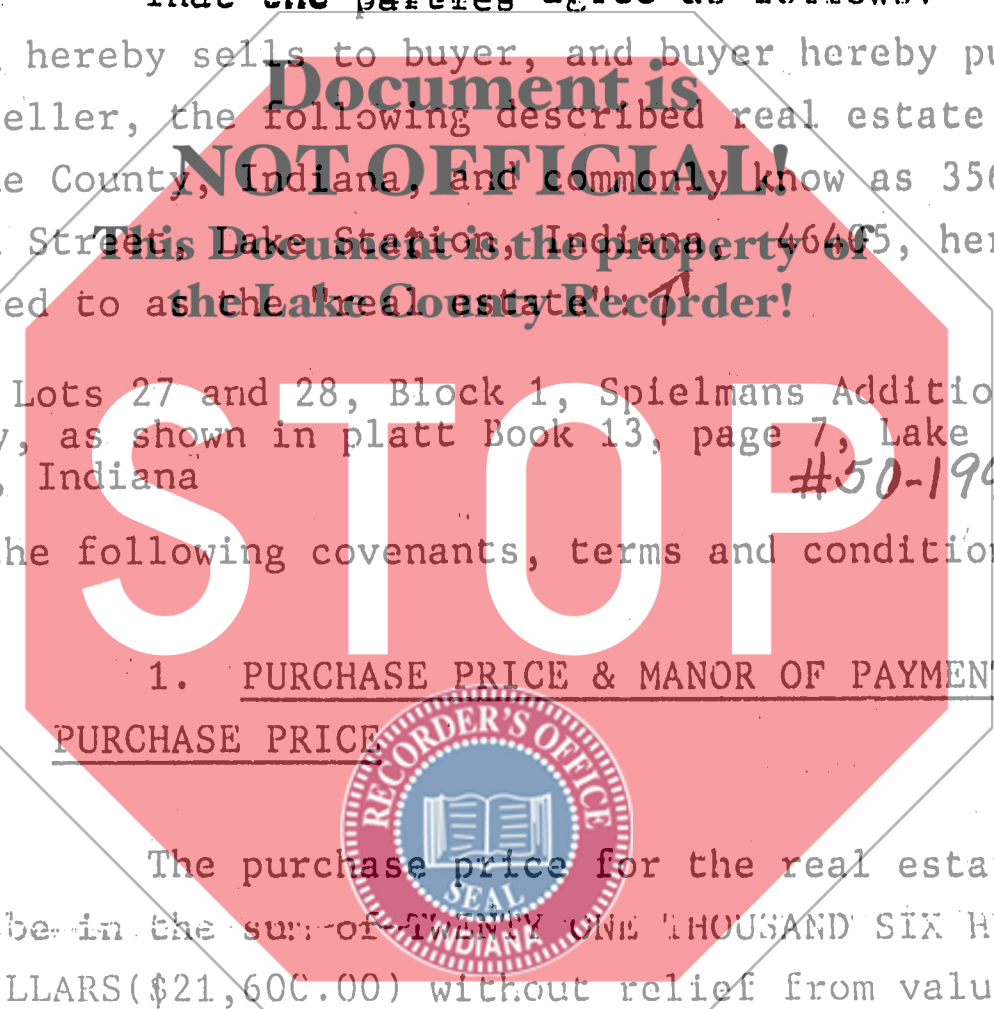
The purchase price shall be paid in the following manor;

The purchase price shall be paid in five (5) years in the following manor, to-wit:

00462

14.00

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
RECORDER  
MAY 8 1 05 PM '91  
ROBERT M. HARRIS, RECORDER



(continued next page)

A down payment of \$3600.00 of which \$3,300.00 of rent paid in 1989 is part and \$275.00 security deposit is also part of down payment, the sum of \$25.00 is to be paid at time this contract is signed. Upon receipt of \$25.00 the down payment is paid in full.

Thereafter a sum of eighteen thousand dollars shall be paid in the sum of three hundred dollars (300.00) per month for 60 months. (5 years)

The payment of \$300. shall be sent to Betty L. Johnson at 3758 Parker St. Hobart, IN 46342 or to such other person at such other place as seller may designate in writing.

The first \$300.00 payment will come due on the 12th day of January, 1990, and the 12th of each month thereafter until paid in full. ( 15 day grace after 12th) (grace period)

2. TAXES & INSURANCE.

A. Taxes:

Buyer shall pay taxes on the real estate beginning January 1, 1990.

Seller shall pay taxes for 1989 payable in 1990. Buyer shall be responsible for all installments of taxes thereafter.

B. Assessments:

Buyer shall pay all assessments for municipal or other public improvements becoming a lien after the date of closing and execution of this contract herein.

(continued

next page)

C. Insurance:

Buyer shall keep the improvements on said real estate insured under fire and extended coverage policies and pay the premiums as they become due. Insurance Company must be approved by seller and in an amount not less than the balance of the purchase price due hereunder, or to the full extent of their insurable value. Such policy shall be issued in the name of seller and buyer, as their respective interest may appear, and shall be delivered to and retained by seller during the continuance of this agreement.

D. Payment by seller.

Upon failure of buyer to pay taxes or assessments or provide insurance as hereby required, seller, without further notice, may pay the above and add the cost plus penalty to the principal balance due.

3. Possession:

Buyer has possession at this time and buyers right of possession shall continue as long as buyer complies with all the terms and conditions of this agreement.

4. Evidence of title

Seller shall furnish buyer with evidence of title to the real estate prior to the execution of a warranty deed, that is, when contract is paid in full.

5. Mechanic's Liens.

Buyers shall not permit any statement of intention to hold a mechanic's lien to be filed against said real estate. Nothing in this instrument shall be construed to constitute consent to any party for labor, services, or material that would permit a mechanic's lien.

6. Buyers use of real estate

The real estate shall not be rented, leased or occupied by persons other than the buyers and their family. Real estate shall not be changed, remodeled or altered with out written consent from seller. Buyer shall use real estate and keep in good repair at their expense. Buyer shall not comit waste on real estate and comply with laws, ordinances, and regulations of any authority having jurisdiction there of.

7. Sellers right of inspection

Until the purchase price is paid, seller may enter and inspect the real estate at any reasonable time.

8. Buyers responsibility for accidents

Buyers hereby assumes all risk and responsibility for accident, injury, or damage to person or property arising from his use or control of the real estate and improvements thereon. Buyer shall carry liability insurance, insuring the seller's liability as well as the buyer's.

The current address of buyer is  
3560 Wisconsin St.  
Lake station, IN 46405

The current address of seller is  
3758 Parker St.  
Hobart, IN 46342

When ever consent is required by either party for the occurrence of any act, such consent shall not be unreasonable withheld.





Time shall be the essence of this agreement.

If buyers fail to pay any installments of the purchase price or installment on real estate taxes, or assessment for a public improvement, or any premium of insurance, as the same becomes due, and if such failure continues for a period of 30 days, buyer will default this contract and seller shall collect any back installments and buyer shall be notified in writing to vacate real estate and will cancel this agreement.

Failure of seller to exercise this right at any time will not operate as a waiver of the right of seller to exercise this right for the same or any subsequent default at any time thereafter.

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties.

**Document is NOT OFFICIAL!**  
 This Document is the property of the Lake County Recorder!

IN WITNESS WHEREOF, the parties have affixed their hands and seals this 29<sup>th</sup> day of Dec., 1989.

Betty L. Johnson  
 Betty L. Johnson (seller)

Hugh Johnson  
 Hugh Johnson (spouse of seller)

Herman H. Darkis  
 Herman Darkis

Lela Darkis  
 Lela Darkis

(husband & wife)  
 "Buyers"



STATE OF INDIANA )

COUNTY OF LAKE ) SS:

Before me, a notary public, for said County and State personally appeared the within named Betty L. Johnson, and Herman & Lela Darkis and acknowledge the execution of the foregoing contract to be their free and voluntary act and deed.

Betty Joan Whaley  
 Notary Public

County of Residence: Lake

My Commission Expires: 3-16-92

