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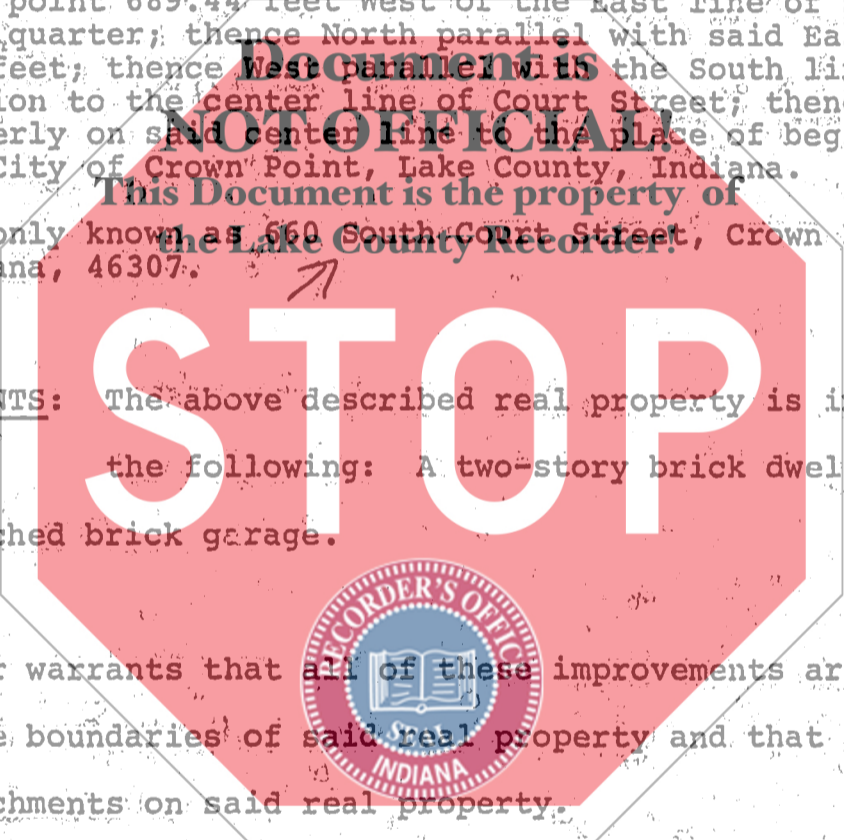
CONTRACT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, Made by and between Donald H. Coash and Thelma V. Coash, Husband and Wife, hereinafter called the Seller, and Dale S. Smyser and Diana Smyser, Husband and Wife, hereinafter called the Buyer, WITNESSETH:

The Seller hereby sells to the Buyer, and the Buyer hereby purchases from the Seller, the following described real property situated in Lake County, Indiana, to-wit: # 9-354-22

Part of the South half of the Southwest quarter of Section 8, Township 34 North, Range 8 West of the 2nd P.M., Commencing at the intersection of the South line of said Section with the center line of Court Street and running thence East on said South line of said Section 267.56 feet to a point 689.44 feet West of the East line of said Southwest quarter; thence North parallel with said East line 130 feet; thence West parallel with the South line of said Section to the center line of Court Street; thence Southwesterly on said center line to the place of beginning, in the City of Crown Point, Lake County, Indiana.

Commonly known as 660 South Court Street, Crown Point, Indiana, 46307.



IMPROVEMENTS: The above described real property is improved by the following: A two-story brick dwelling house with attached brick garage.

The Seller warrants that all of these improvements are located within the boundaries of said real property and that there are no encroachments on said real property.

This sale includes all appurtenances to said real property and all fixtures and equipment which are a part thereof. The parties have executed a list of all items of fixtures and equipment and personal property which are to remain as a part of the property, and the Seller is entitled to keep and remove any and all other items of personal property from the premises.

FILED

MAY 09 1991

Alan N. Antone
ALTON LAKE COUNTY

STATE OF INDIANA/S.S.N.O.
LAKE COUNTY
FILED FOR RECORD
MAY 9 9 05 AM '91
ROBERT BOBBER AND
RECORDER

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PAYMENTS: The Buyer agrees to pay, and the Seller agrees to accept, as the purchase price for said real property, the sum of \$134,000.00, without relief from valuation and appraisal laws, and with reasonable attorney fees, payable as follows:

A. \$44,000.00 cash upon the execution of this contract, the receipt of which is hereby acknowledged by the Seller.

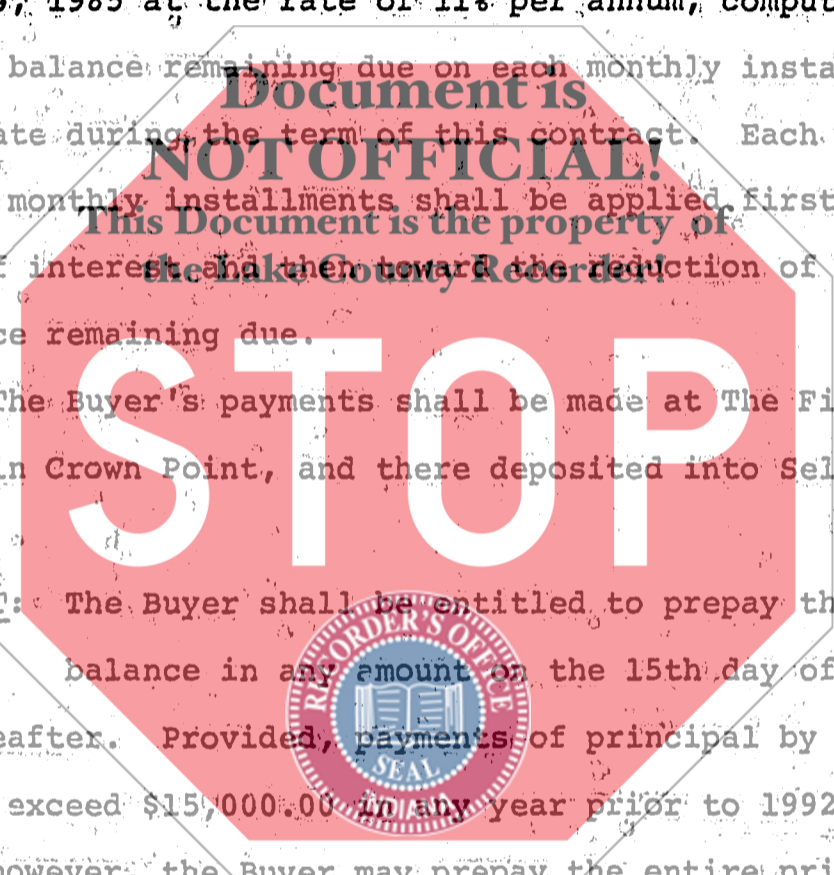
B. \$90,000.00, being the remaining balance, payable in consecutive monthly installments of \$1,000.00 each; the first of said installments shall be paid on November 15, 1985, and a similar installment shall be paid on the 15th day of each month thereafter. The unpaid balance shall bear interest from

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~~NOVEMBER 1,~~
~~October 15,~~ 1985 at the rate of 11% per annum, computed on the principal balance remaining due on each monthly installment payment date during the term of this contract. Each of said \$1,000.00 monthly installments shall be applied first to the payment of interest and then toward the reduction of the principal balance remaining due.

C. The Buyer's payments shall be made at The First Bank of Whiting, in Crown Point, and there deposited into Seller's account.

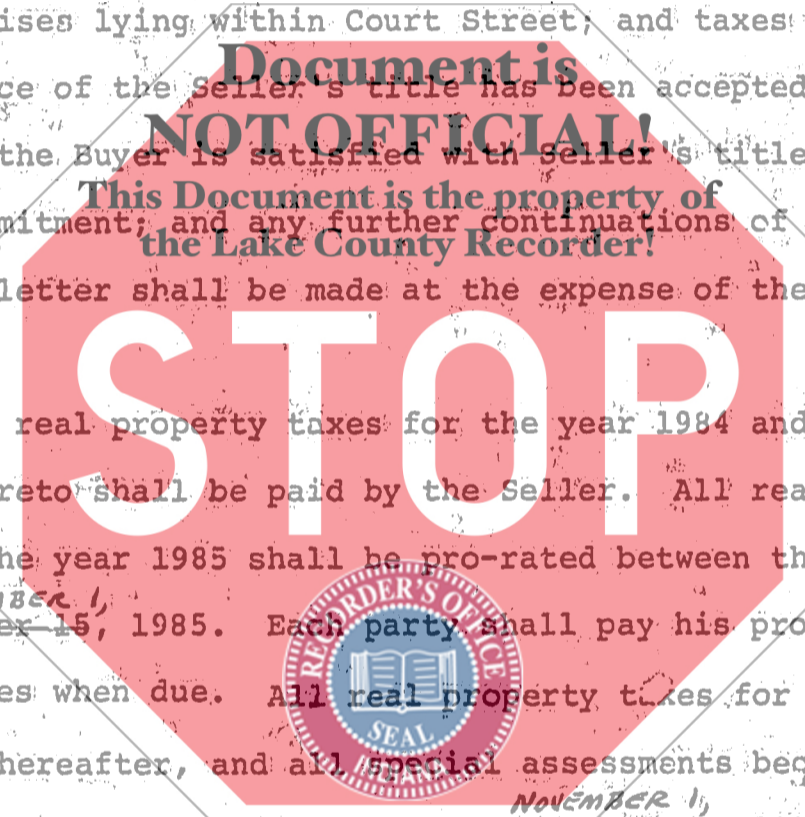
PREPAYMENT: The Buyer shall be entitled to prepay the principal balance in any amount on the 15th day of any month hereafter. Provided, payments of principal by the Buyer shall not exceed \$15,000.00 in any year prior to 1992. Provided further, however, the Buyer may prepay the entire principal balance due after first giving the Seller 30 days' written notice of his intent to do so, in the event the Buyer is transferred from this area in connection with his employment, and it is necessary for him to sell the above-described real property and re-establish his home in another area.



EVIDENCE OF TITLE: The Seller has furnished the Buyer a commitment letter for title insurance in the amount of \$134,000.00, issued by Chicago Title Insurance Company dated September 11, 1985 (No. J-415857), showing title to said real property in the Seller insurable against all defects other than standard exceptions as to rights of parties in possession, questions of survey, rights to file mechanic liens, and building and zoning ordinances, and also the following: Rights of way for drainage tiles, ditches, feeders and laterals, if any; rights of the public and the City of Crown Point in and to that part of the South side of premises lying within Greenwood Avenue; rights of the public and the City of Crown Point in and to that part of the West side of the premises lying within Court Street, and taxes for 1985.

This evidence of the Seller's title has been accepted by the Buyer, and the Buyer is satisfied with Seller's title as shown by said commitment; and any further continuations of the said commitment letter shall be made at the expense of the Buyer.

TAXES: All real property taxes for the year 1984 and prior thereto shall be paid by the Seller. All real property taxes for the year 1985 shall be pro-rated between the parties as of ~~October 15~~ ^{NOVEMBER 1,} 1985. Each party shall pay his pro-rated share of 1985 taxes when due. All real property taxes for 1986 and each year thereafter, and all special assessments becoming a lien against said real property after ~~October 15~~ ^{NOVEMBER 1,} 1985, shall be the expense of the Buyer, and shall be paid by the Buyer, when due. If the Buyer fails to pay said taxes, when due, the Seller may, at his option, advance the money for the payment of said taxes and special assessments, and also for the payment of insurance premiums on policies hereinafter required to be kept by the Buyer, as the same shall come due. Amounts thus advanced by the Seller for the payment of taxes and special assessments, and insurance premiums, shall be added to the principal balance



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of the purchase price and shall be paid for, with interest, by the Buyer upon demand.

RISK OF LOSS: The Seller shall be responsible for the condition of said real property, and all improvements thereon, until he has delivered possession thereof to the Buyer. In the event there is any damage to said real property, or any of the improvements thereon, before possession has been delivered to the Buyer, which has not been repaired to the Buyer's reasonable satisfaction, the Buyer may, at his option, refuse possession and demand the return of all money which has been paid to the Seller and declare this contract rescinded. The Buyer shall be responsible for the condition of said real property, and all improvements thereon, and shall bear all risk of damage or loss from and after the time he receives possession from the Seller.

INSURANCE: The Buyer shall be obligated to keep all improvements on said real property insured against fire and other casualties from and after the time he receives possession from the Seller. This insurance shall be written by a company or companies approved by the Seller for replacement value, if possible, in an amount not less than \$100,000.00, or the balance of the purchase price due under this contract, whichever amount is the smaller, naming the Buyer as the insured party and protecting the Seller's interest under the contract. Insurance money paid the Seller for damage to the improvements on said real property shall be applied first to the repair and restoration of the damage and second to



the prepayment of any amount remaining due the Seller under this contract. Thereafter any insurance money remaining unexpended shall be paid over to the Buyer.

POSSESSION: The Seller shall deliver possession of said real property to the Buyer on or before October 15, 1985, upon three (3) days' advance notice given by the Buyer; and the Buyer's right to possession shall continue so long as he keeps and performs all of the covenants, terms and conditions imposed upon him by this contract.

SELLER'S DEED: As soon as the Buyer has paid the full purchase price, together with all interest which may be due thereon and has kept and performed all of the covenants, terms and conditions of this contract, the Seller shall convey said real property to the Buyer by his warranty deed, and made subject only to the following: Rights of way for drainage tiles, ditches, feeders and laterals, if any; rights of the public and the City of Crown Point in and to that part of the South side of premises lying within Greenwood Avenue; rights of the public and the City of Crown Point in and to that part of the West side of the premises lying within Court Street; and taxes for 1985.

OCCUPANCY AND LIENS: The Buyer shall not lease said real property, or any part thereof, or permit any other person to occupy the same, and shall not sell, assign, or transfer this contract, or his interest hereunder, without first obtaining written permission of the Seller to do so. Provided, however, that the Seller's permission shall not be unreasonably withheld. The Buyer shall not cause or permit any mechanic liens or other liens to be acquired on said real property, or any part

thereof, or improvements thereon, and no workman or material supply man, or other person, shall be entitled to any mechanic lien or other lien against said real property, or any of the improvements thereon, for any work performed or materials supplied for the improvement of said real property.

USE OF PROPERTY: The Buyer shall use said real property, and all improvements thereon, in a careful manner and shall keep the same in good repair and condition, at his expense, at all times. The Buyer shall not commit any waste or use said real property in any manner so as to violate any law, ordinance or regulation of any state, municipality or public authority. The Seller shall have the right to enter and inspect said real property, and all improvements thereon, at any reasonable time. In the event that it is necessary for the Seller to repossess said real property for any reason, the Buyer agrees that the same shall be returned to the Seller in the same good condition in which it is now in, ordinary wear and tear excepted.

NOTICE AND REMEDIES: In the event the Buyer fails to comply with any of the covenants, terms or conditions of this contract, the Seller shall prepare a written notice describing wherein the Buyer has failed to comply and a demand that the Buyer make compliance with this contract. This notice may be mailed to the Buyer or delivered to the Buyer personally; and if the Buyer fails to make compliance with this contract within 60 days after the posting or the personal delivery of said notice, then the Seller may, at his option, and without further notice or demand:



A. Declare this contract rescinded and keep all money paid by the Buyer as compensation for the use and occupancy of said real property by the Buyer and as liquidated damages to the Seller and not as a penalty; and thereupon all right, title and interest of the Buyer under this contract, shall terminate and the Seller shall be entitled to the immediate possession of said real property and the Buyer, and all persons holding said real property or claiming any interest therein under the Buyer, shall immediately yield up possession; or

B. Declare the entire unpaid principal balance under this contract to be immediately due and payable; and thereupon the Seller may pursue any remedy, legal or equitable, which may be available to him for the collection of the entire unpaid balance of the purchase price and all interest due thereon, without relief from valuation and appraisal laws.

C. In the event the Seller elects to foreclose the Buyer's interest in the above-described real property by legal action, the procedures for the foreclosure of a real estate mortgage shall prevail.

D. The remedies given the Seller by this contract are cumulative and additional to any other remedies which the Seller may have, at law or in equity, and to which the Seller may resort at his option.

MISCELLANEOUS: The parties further agree:

A. The Buyer has inspected the above-described real property, and all improvements on said property, and is familiar with the condition thereof. The Buyer accepts the above-described real property, and all improvements thereto, in existing condition, "AS IS". The Seller has made no representation as to the condition of the property or improvements and there are no warranties, express or implied.

B. This contract contains all of the agreement made by the parties and no verbal agreements or representations shall be binding upon either of the parties. When applicable, the singular shall apply to and mean the plural, and the masculine gender shall apply to and mean the feminine or neuter gender. Time is declared to be of the essence, and this contract shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and seals this 1ST day of NOVEMBER, 1985, at Crown Point, Indiana.

Document is
~~NOT OFFICIAL~~
Donald H. Coash, Seller (SEAL) Dale S. Smyser, Buyer (SEAL)
This Document is the property of
Thelma V. Coash, Seller (SEAL) Diana Smyser, Buyer (SEAL)
the Lake County Recorder!

