

Mail Taxes To:
Juan & Esperanza Diaz 91023281

951 Michigan
Hammond, IN 46327

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered by and between ALFREDO ABREGO and MARIA ABREGO, husband and wife (hereinafter called "Seller") and JUAN DIAZ and ESPERANZA DIAZ, husband and wife (hereinafter called "Buyer"),

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate, which is a vacant lot in Hammond, Lake County, Indiana, (such real estate, hereinafter called the "Real Estate"):

Lot 11 and the West one-half of Lot 10 in Stafford and Trankle's Grove Addition to the City of Hammond, in Lake County, Indiana, as per plat thereof, recorded in Plat Book 5, page 20, in the Office of the Recorder of Lake County, Indiana. Commonly known as: 951 Michigan Street, Hammond, Indiana 46327. Key No. 36-138-7.

FILED

MAY 15 1991

upon the following covenants, terms and conditions:

Document is

Anna N. Antonio
AUDITOR LAKE COUNTY

NOT OFFICIAL

The Purchase Price and Manner of Payment

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1. The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay to the Lake County Recorder to accept from Buyer the sum of Thirty four thousand five hundred dollars (\$34,500.00).

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

(a) The sum of twelve thousand dollars (\$12,000.00) was paid by Buyer to Seller at the time of the execution and delivery of this contract, and the receipt of such sum is hereby acknowledged by Seller.

(b) The sum of two hundred forty-one dollars and seventy-nine cents (\$241.79) shall be paid monthly, plus twenty dollars (\$20.00) to be held in escrow for insurance, for a total of two hundred sixty-one dollars and seventy-nine cents (\$261.79) to be paid monthly beginning June 1, 1991, and on the same date of each month thereafter, for fifteen (15) years, the last payment being the sum of two hundred forty dollars and five cents (\$240.05).

(c) The unpaid balance of the purchase price shall bear interest at the rate of ten per cent (10%).

(d) All payments due hereunder shall be made to ALFREDO ABREGO and MARIA ABREGO or at such other place as Seller shall designate in writing.

II

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.

III

Taxes, Assessments and Insurance

1. Taxes. Seller shall pay the real estate taxes for 1990 payable May and November, 1991. The taxes for the year 1991 shall be pro-rated and shall be paid on or before April 10, 1992. Buyer shall pay the taxes and insurance on a monthly basis by placing into escrow the monies necessary to pay taxes and insurance.

2. Assessments. Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate.

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
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ROBERT J. JOHNSON, RECORDER

Stacia Rivera

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3. **Insurance.** Seller agrees to keep the improvements included in the Real Estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Such insurance shall be carried in a company or companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be reissued in the name of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this contract.

4. **Penalties.** Buyer agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges.

5. **Seller's Right to Perform Buyer's Covenants.** If Buyer fails to perform any act or to make any payment required of him by this Article III, Seller shall have the right at any time, without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of Seller to perform any act or to make any payment required of Buyer.

The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this Contract, nor shall such exercise constitute any estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or make any payment required by him under this Article III.

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**Possession
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Seller shall deliver to Buyer full and complete possession of the Real Estate on June 17, 1991. Failure of Seller to deliver possession within this time limit shall not make Seller a tenant of Buyer, but in such event Seller shall pay Buyer forty dollars (\$40.00) per day as damages for breach of contract and not as rent. This provision shall not prevent Buyer from pursuing any other legal or equitable remedy available under the law. Buyer's right of possession shall continue until terminated pursuant to Article IX "Seller's Remedies on Buyer's Default."

**V
Evidence of Title**

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 restrictions 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. Seller shall also cause a title check to be run and costs of same to be shared by Seller and Buyer equally.

VI

Seller's Right to Mortgage the Real Estate

Seller shall not have the right to obtain, without Buyer's written consent, a loan or loans secured by mortgage on the Real Estate.

VII

Assignment of Contract

Neither party may sell or assign this contract without the written consent of the other party, provided, however, that any such consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability hereon.

VIII

**Use of Real Estate by Buyer, Seller's Right to Inspection
and Buyer's Responsibility for Injuries**

1. **Use.** The Real Estate may be rented, leased or occupied by persons other than Buyer. Buyer may make alterations, changes and make additional improvements without 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. **Inspection.** Buyer has been given opportunity to inspect the Real Estate and agrees to purchase same. Seller warrants the real estate is in substantially good condition, is habitable and has no major defects.

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Time shall be of the essence of this contract.

If Buyer fails, neglects or refuses to make any payment under this contract when due or to perform any of Buyer's covenants, terms and conditions when and as required under this contract:

(1) Seller shall have the right to file in a court of competent jurisdiction an action to have this contract forfeited and terminated and to recover from Buyer all or any of the following:

(a) possession of the Real Estate;
(b) any installments 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;

(c) interest on the principal from the last date to which interest 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 item (2)(b) above;

(d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this contract;

(e) premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this contract;

(f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear, acts of God and public authorities;

(g) any other amounts (other than payment of the purchase price) which Buyer is obligated to pay under this contract.

(2) In addition to any other remedy under this contract, Seller shall have such other remedies as are available at law or in equity.

(3) In any case Seller shall have the right to retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy, under this contract) all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations, in each case made or received under this contract.

(4) Seller shall have the right to file in a court or competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Buyer under this contract shall, at the option of Seller, become immediately due and payable) and interest on such unpaid balance until such unpaid balance is paid, together with any taxes, assessments, charges, penalties and insurance premiums paid by Seller under this contract and interest on such amounts until they are paid, unless such amounts (and interest on them) have been added to principal under this contract.

The exercise or attempted exercise by Seller of any right or remedy available under this contract shall not preclude Seller from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive or any other right or remedy available under this contract.

In any judicial proceeding to enforce this contract Buyer specifically waives, to the extent he lawfully may do, his right, if any, to a hearing preliminary to a judicial order for immediate possession of the Real Estate to be granted to Seller under applicable law.

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 attorneys' fees, incurred by Seller in connection with the exercise of any right or remedy under this contract, and the preparation and delivery of notice.

The failure or omission of Seller 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.

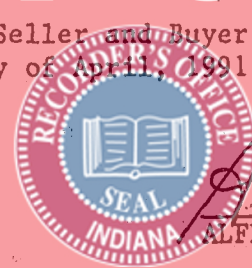
Before Seller shall pursue any of his rights or remedies this Article IX, he shall first give Buyer written notice of the default complained of and Buyer shall have 30 days from the posting of such notice to correct any default; provided, however 10 days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer under this contract.

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All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) 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 postage prepaid.

IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this 25th day of April, 1991.

JUAN DIAZ, Buyer



ALFREDO ABREGO, Seller

ESPERANZA DIAZ, Buyer

MARIA ABREGO, Seller

STATE OF INDIANA))
) SS:
COUNTY OF LAKE))

Before me, a Notary Public, in and for said County and State, on this 25th day of April, 1991, personally appeared Juan Diaz, Esperanza Diaz, and also appeared Alfredo Abrego and Maria Abrego, and each acknowledged the execution of the above and foregoing Contract for Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires: Lake 11/4/93
Resident of Lake County

Notary Public
ITSIA D. RIVERA

NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPIRES NOV 4, 1993

This Instrument Prepared By:
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