

91023805

Edward M. Holajka
7006 Indianaapolis Blvd.
Highland, Indiana 46322

**CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE**

THIS CONTRACT, made and entered into by and between BYRAN DEAN CULP and ESTHER MARIE CULP, husband and wife, (hereinafter called "Seller") and CHAUNCEY S. DICKEY (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:

Commonly known as 408 Conkey Street, Hammond, Indiana:

The East 15 feet of Lot 2 in Block 4, and the West 20 feet of Lot 3 in Block 4 in Franklin Addition to the City of Hammond, Indiana.

Key No. 33-0153-0002,

STATE OF INDIANA, S.S. NO. LAKE COUNTY, INDIANA
FILED
MAY 17 2 58 PM '91
ROBERT J. COOPER, RECORDER
HIGHLAND

FILED

MAY 17 1991

Chauncey S. Dickey
AUDITOR LAKE COUNTY

together with the following improvements located thereon: a one-story frame house (such real estate including improvements, being hereinafter called the "Real Estate,")

upon the following covenants, terms, and conditions:



THE PURCHASE PRICE AND MANNER OF PAYMENT

1. **THE PURCHASE PRICE.** As the purchase price for the Real Estate, Buyer agrees to pay Seller and Seller Agrees to accept from Buyer the sum of Twenty Thousand and no/100 Dollars (\$20,000.00).
2. **THE MANNER OF PAYMENT.** The purchase price shall be paid in the following manner:
 - a) The sum of Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) was paid by Buyer to Seller at the time of the execution and delivery of this contract, the receipt of such sum is hereby acknowledged by Seller.
 - b) The unpaid balance of the purchase price, being the sum of Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00) shall bear interest at the rate of Five percent (5%) per annum. Interest at such rate shall begin to accrue from the date of this Contract, or from the date payments made and costs and expenses incurred by Seller are added to the unpaid purchase price pursuant to the Contract, as may be applicable.
 - c) The unpaid balance of the contract price, being the sum of Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00), and interest on it shall be paid in monthly installments in the amount of One Hundred Thirty Three and no/100 Dollars (\$133.00) beginning on June 1, 1991. Subsequent installments shall be paid on the same day of each month thereafter for one hundred nineteen (119) consecutive months until May 1, 2001, at which time the then remaining unpaid purchase price, with accrued but unpaid interest, shall be paid in full.
 - e) Buyer shall have a grace period of Ten (10) days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in a sum equal to six percent (6%) of such installment shall accrue and be immediately due and

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payable and Seller can declare a default of this contract by Buyers and exercise any and all rights available under Section IX of this contract.

f) Each payment under this Contract shall be sent to Seller at such address as Seller shall designate in writing. Upon Sellers' deaths payments shall be sent to Thomas Culp, 3506 West 80th Place, Merrillville, Indiana.

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. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

III

1. TAXES. Sellers have paid the tax installments on the Real Estate due in 1990. Seller shall be responsible for paying all real estate taxes accrued to the date of closing and Buyer shall pay all installments of taxes due and payable thereafter. Seller shall forward to Buyer all tax statements when received beginning with the first half installment of 1991.

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.

3. 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.

4. INSURANCE. Buyer 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 issued in the name of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Buyer during the continuance of this contract.

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 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 of 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 an 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.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Seller, either (a) be payable to Seller by Buyer within 30 days after demand, or (b) be added to principal. In any event, such payments and such costs and expenses shall bear interest from the respective dates of making payment or incurring costs and expenses.

IV

POSSESSION

Seller shall deliver to Buyer full and complete possession of the Real Estate on or before the date of closing. Buyer's right of possession shall continue until terminated pursuant to Article IX "Seller's Remedies on Buyer's Default". All utilities shall be paid by Seller to the date possession is given.

V

EVIDENCE OF TITLE AND DEED TO REAL ESTATE

Sellers shall immediately furnish to Buyer an owner's title insurance policy, the cost which shall be paid by Sellers, disclosing the marketable title to the Real Estate to date subject, nevertheless, to the following exceptions: Current unpaid real estate taxes for the applicable year or years and covenants and restrictions of record.

A title insurance policy furnished under this contract shall be in the amount of the purchase price of the Real Estate, that being the sum of Twenty Thousand and no/100 Dollars (\$20,000.00), and shall be issued by an insurer satisfactory to Buyer.

Any further title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the actions of the Sellers or by any judicial proceedings affecting the Real Estate shall be borne by Sellers.

Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance of 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 agrees to escrow such warranty deed with attorney Leonard M. Holajter.

SELLER'S RIGHT TO MORTGAGE THE REAL ESTATE

Seller shall have the right to obtain, after written notice to Buyer, loans or additional loans secured by mortgage on the real estate, and the right to renew any such loan or loans. Seller agrees, however, that the aggregate principal balances of all mortgages against the real estate shall never exceed the unpaid balance of the purchase price for the real estate under this Contract. Notwithstanding anything herein to the contrary, any new loan or loans secured by real estate mortgages on the real estate covered by this Contract must conform to the following: (a) The monthly payments on all mortgages shall not exceed buyer's annual contract payments provided for by this Contract; (b) The maturity date of any such new mortgages shall not exceed beyond the maturity date of this agreement, and (c) Any prepayment penalty on such mortgage shall be paid by Seller. If Seller encumbers the Real Estate by a mortgage, Buyer shall have the right to make any omitted payment or payments and to deduct the amount thereof from payments due under this contract. Seller agrees, however, that he will pay all such mortgage loans when due or at such time as Buyer pays in full all sums due under this contract, and Seller shall obtain valid releases of all such mortgage loans when they are paid.

VII

ASSIGNMENT OF CONTRACT

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent

of Seller; provided, however, that any such consent shall not be unreasonably withheld so long as the financial ability of the prospective assignee or purchaser from Buyer is at least equal to that of Buyer. An assignment or sale shall operate to relieve both Buyer and Seller from liability hereon to each other.

VIII

USE OF THE 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 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 any 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 Michigan, 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 find it, except for the ordinary wear and tear of God and public authorities excepted. Buyer shall be allowed to use the premises for any lawful business or other purpose.

2. SELLER'S RIGHT OF INSPECTION. Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

3. BUYER'S RESPONSIBILITY FOR ACCIDENTS. As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate and Buyer agrees to insure the real estate against said losses. Buyer agrees to indemnify and hold Seller harmless from any liabilities arising out of any acts of Buyer and liabilities arising out of operations of the real estate occurring after the Date of Possession; however, it is agreed that this indemnity is effective only to the extent that the insurance coverage provided for above (which coverages are being paid by Buyer and name Buyer as insured) do not satisfy or cover any such liability. It is the understanding and intent of the parties that the indemnity is secondary and not in addition to such insurance coverages and that nothing herein contained shall be construed as creating any right in any of said insurance companies for subrogation or any other right against Buyer on account of any payment made or expense incurred in connection with such insurance coverages.

IX

SELLER'S REMEDIES ON BUYER'S DEFAULT

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 declare this contract forfeited and terminated, and upon such a declaration, all right, title, and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to evict Buyer and all persons claiming under him;

2) Separately or in conjunction with his right under item 1) above, as Seller may elect, 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) 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.

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

4) 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.

5) Seller shall have the right to file in a court of 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.

6. In the event Buyer has substantial equity in the Real Estate when a default occurs, then this Contract shall be considered the same as a promissory note secured by a real estate mortgage, and Seller's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana Law and Seller may not avail himself of the remedies set forth in Article IX paragraphs (1) and (2). If this paragraph is applicable, then Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate. The parties agree that after Buyer has paid \$10,000.00 of the purchase price of \$20,000.00 that Buyer shall have substantial equity in the Real Estate.

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 of any other right or remedy, and each and every such right or remedy shall be cumulative and in addition to 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 under this Article IX, he shall first give Buyer written notice of the default complained of and Buyer shall have ten (10) days from the sending of such notice to correct any default; provided, however, ten (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.

Document is

BUYER'S REMEDIES ON SELLER'S DEFAULT

This Document is the property of

the Lake County Recorder

1. If Seller fails to convey the Real Estate as required by this Contract, Buyer may institute legal action against Seller for specific performance, in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist at law; or Buyer may pursue such other remedy as is available at law or in equity.

2. If, after ten (10) days notice from Buyer, Seller fails to make any payment required of him under this Contract or to perform or observe any other of his covenants or agreements, Buyer shall be entitled to institute legal action against Seller for such relief as may be available at law or in equity. Nothing in this subsection shall interfere with or affect Buyer's right to any reduction, set-off or credit to which Buyer may be entitled in the event of Seller's failure to pay amounts required of him pursuant to this Contract.

GENERAL AGREEMENTS OF PARTIES

1. If Seller consists of more than one person, the persons signing this Contract as Seller shall be jointly and severally bound.

2. If Buyer consists of more than one person, the persons signing this Contract as Buyer shall be jointly and severally bound.

3. Use of the masculine gender in this Contract shall comprehend, as appropriate, the feminine gender or the neuter gender as well.

4. A memorandum of this Contract may be recorded and shall be adequate notice of the provisions of this Contract as though the entire instrument had been recorded.

5. Each party is entitled to recover his reasonable attorney fees, costs, and expenses incurred by reason of enforcing his rights hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.

6. For purposes of listing the Real Estate for sale by Buyer, buyer shall be deemed to be the "fee titleholder" as this term is used in the Indiana Real Estate License Laws.

7. The failure or omission of either party 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.

8. Any notices to be given hereunder shall be in writing and 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 ___ day of May, 1991.

Chauncey S. Dickey
Chauncey S. Dickey

Byran Dean Culp
Byran Dean Culp

Esther Marie Culp
Esther Marie Culp

"BUYER"

"SELLERS"

STATE OF INDIANA)
COUNTY OF LAKE)

SS: **Document is NOT OFFICIAL!**

Before me, a Notary Public in and for said County and State, on this 17th day of May, 1991, personally appeared Byran Dean Culp and Esther Marie Culp, who acknowledged the execution of the above and foregoing contract for Conditional Sale of Real Estate to be their voluntary act and deed.

WITNESS my hand and Notarial Seal.

Leonard M. Holajter
Notary Public

My Commission Expires: 4/14/92

My County of Residence: Lake

STATE OF INDIANA)
COUNTY OF LAKE)

SS:

Before me, a Notary Public in and for said County and State, on this 17th day of May, 1991, personally appeared Chauncey S. Dickey who acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his voluntary act and deed.

Witness my hand and Notarial Seal.

Leonard M. Holajter
Notary Public

My Commission Expires: 4/14/92

My County of Residence: Lake

This instrument prepared by:

Leonard M. Holajter
Attorney at Law
9006 Indianapolis Boulevard
Highland, Indiana 46322
(219) 972-2200