THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY, A LAWYER.

91025243 CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

vomaterot, made	and entered into by and between	JEANIE GOMBO		
vP		· · · · · · · · · · · · · · · · · · ·	, (hereinafter called "	Seller") and
WISA PETRUS AND	LOUISE B. PETRUS		, (hereinafter call	nd "Rissee"
NESSETH:		# 1 h 1 h	A STATE OF THE PROPERTY OF THE	~ugos, /,
	does sell to Buyer, and Buyer hereby	agrees to and does purch	ise from Seller, the followi	ng described
estate (including any imp	:. rovement or improvements now or l	hereafter located on it) in	Lake	
ity, Indiana, (such real es	tate, including improvements, being	thereinafter called the "	Real Estate"):	· · · · · · · ·
	y o all a man	2/-111	3 0	_ 4
	Key# 49 -			s l
Lot Number	er Ten (10), Block No	. Une (1), as: m	arked and	2 3
iaid dowl division	n on the recorded plat of part of the North	_, oan regrac east Quarter of	the SS	35
Southeast	t Wuarter of Section	13, Township 36	North Ba	200
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Lake Cour	nty, Indiana Ocum	ent 1s	FILET	
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the following country	terms and cindificulties Count	y Recorded	The second secon	
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on 1. The Purchase P	rice and Manner of Payment.	appropriate and appropriate	A CANADA CANADA	to the same
1. The Purchase Price	As the purchase price for the Real I	estate. Buver aprees to be	v to Saller and Seller agre	es to accept
<u>, , , , , , , , , , , , , , , , , , , </u>		<u> </u>	Dollars (\$ 8 . 500 .)	00).
2. The Manner of Pay	ment. The purchase price shall be n Hundred Dollars	paid in the following ma	nner:	
a, me sum or <u>etye</u>	Hundred Dollars			0,0
on the execution and deli	very of this Contract. The receipt of ce in the sum ofEight Will	such sum is hereby acknowledge	wledged by Seller, leavin	g an unpaid
lance of the purchase pri	ce in the sum ofEight The	Dollars	- Pollow 10: 8-000	 0.0
at amount, as it is reduce	d by payments and expenses of Buy of Seller properly made and incurre	er properly credited unde	r this Contract, and as it	is increased
ADO PRINCIPLO				
(b) The Unpaid Purchase	e Price shall bear interest at the rate	ten percent 1	0 %) per annum Int	erestatauch
e shall begin to accrue fro	om the date of this!Contract, er from	the date payments mad	le and costs and expenses	incurred by
ller are added to the Unp	aid Purchase Price pursuant to this	Contract, as may be ap	plicable.	One
undred Twenty	e Price and interest on it shall be poser and 49/100	inonthly installme	Dollars (\$_127.49	California Co
ginningJuly_1	Seven and 49/100	ubsequent installments	shall be paid on the same	day of each
onth thereafter until	;;shall be;paid;in:full.	_, 19_ <u>70</u> _, at which ti	ne the Unpaid Purchase	rnce, with
(d) Buyer shall have a gr	ace period of seven (7) days from the	due date of any installmen	nt required under this Con	tract within
ich to pay such installme	nt. If such installment is not actually (5%) of such installment shall accr	received by Seller within	the grace period, then a la	ate charge in
OK EXCM Ambiellmant seco	a word now have not all the kind hear hear hear	A Kechika la ke khay yee xa	k dibeursea keraniroi ke	<i>*XXXXXXX</i> XXX
KWKKKKKKKKKKKK KWKKKKKKKKKKKK KWKKKKKKKK	ĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸ	on in a caracta de la caracta	CXXXXXXXXXXXXXXXXX e coumbriseg ignorigy (À giyi)g	XXXXXXXX ee doun gegles
•	this contract shall be sent to Seller			
	46406 ,			
ion 2. Prepayment of	•			
01. Buver shall have the i	privilege of paying without penalty,	at any time, any sum or s	ums in addition to the pay	ments herein
red. It is agreed that no su	ich prepayments, except payment in ion of interest after such payment i	full, shall stop the accrus	al of interest on the amoun	ıt so paid until
s any payment that cons	ion of interest after such payment is stitutes full payment of the Unpaid	Purchase Price.	Jacobac aiver use date on	Duyer
	nents, Insurance, and Condem to assume and pay the taxes on the		vith the installment nave	ble
Y Standard	19 92 together with	all installments of real e	state taxes due and paya	ble thereafter
seller agrees to pay all tax ise, may contest on behal	tes on the Real Estate due prior to said If of the parties any changes in the s	d installment. Buyer, upo ssessed value of the Real	n written notice to Seller, : Estate. Seller shall forw	and at Buyer's ard or cause to
rwarded to Buyer, when a	received, a copy of all statements for	r taxes and any assessm	ents on the Real Estate v	which are pay
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ovements or services whic	r agrees to pay any assessments or chech, after the date of this Comments 1 \$2,000.00 shall be which shall be which shall	assessed or charged to t	he Real Estate. Seller agr	rees to pay an
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other assessments or charges, to and including the date of this Contract.

3.03. Penalties. The parties hereto egree 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, for which they are responsible under this Section 3.

3.04. Insurance. At all times during the period of this Contract, Buyer shall: (a) keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price, and (b) obtain standard liability insurance with coverages in amounts not less than Fifty Thousand Dollars (\$50,000,00) per person and One Hundred Thousand Dollars (\$100,000.00) per occurrence, and (c) pay premiums on such insurance policies as they become due. Such policies of insurance shall be carried with a company or companies approved by Seller and properly authorized by the State of Indiana to engage in such business. Such policies of insurance shall also be issued in the name of Seller and Buyer, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without at least ten (10) days prior written notice to Seller. Buyer shall provide Seller with such proof of insurance coverage as Seller from time to time shall reasonably request. Except as otherwise agreed in writing, any insurance proceeds received as payment for any loss of, or damage to, the Real Estate covered by such insurance, shall be applied to restoration and repair of the loss or damage in such fashion as Seller reasonably may require, unless such restoration and repair is not economically feasible, or there exists an uncured Event of Default by Buyer under this Contract on the date of receipt of such proceeds. In either of such events, the proceeds may be applied, at Seller's option, toward prepayment of the Unpaid Purchase Price, with any excess to be paid to Buyer.

3.05. Rights of Parties to Perform Other's Covenants.

(a) If one of the parties hereto (hereinafter called "Responsible Party") fails to perform any act or to make any payment required by this Section 3, the other party (hereinafter called "Nonresponsible Party") shall have the right at any time and 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 the Nonresponsible Party to perform any act or to make any payment required of the Responsible Party under the terms of this Contract.

(b) The exercise of such right by a Nonresponsible Party shall not constitute a release of any obligation of the Responsible Party under this Section 3 or a waiver of any remedy available under this Contract; nor shall such exercise constitute an estoppel to the exercise by a Nonresponsible Party of any right or remedy of his for a subsequent failure by the Responsible Party to per-

form any act or make any payment required by him under this Section 3.

(c) Payments made and all costs and expenses incurred by a Nonresponsible Party in connection with the exercise of such right shall, at his option, either (i) be paid to him by the Responsible Party within thirty (30) days after written demand therefor; or (ii) on the date the next installment payment is due under this Contract, following written notice, be added to the Unpaid Purchase Price, if Buyer is the Responsible Party, or applied to reduce the Unpaid Purchase Price, if Seller is the Responsible Party.

(d) In the event a Nonresponsible Party makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the rate provided under Section 1 of this Contract, from the respective dates of making the same, until paid in full, or to the date such amounts are added to, or applied against, the Unpaid Purchase Price.

3.06 Condemnation. From the date hereof, Buyer shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Real Estate for public or quasi-public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Contract by Buyer. Should all or any part of the Real Estate be condemned and sold by court order, or sold under the threat of condemnation to any public or quasi-public body, the net amount received for the damage portion shall be retained by Buyer, and the net amount received for the Real Estate value shall be paid to Seller and applied as a reduction of the Unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall be Buyer's. If Buyer incurs expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expenses and any expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expenses and any other applicable costs shall be deducted from the total proceeds to cylculate the "not amount" and shall be allocated proportionately between the amount determined as damages and the amount determined for value of the Real Estate. If no determination is made of separate amounts for damages and Real Estate value, then the net amount shall be divided equally between Buyer and Seller, with Seller's amount to be applied as a reduction of the Unpaid Purchase Price.

Section 4. Possession.

4.01. Delivery of Possession. Seller shall deliver to Buyer full and complete possession of the Real Estate on or before date of closing __, 19____. After such possession date, Seller shall pay to Buyer __N/A

_____Dollars (\$_____ __) per day for each day Seller withholds possession of any portion of the Real Estate from Buyer, and such amount shall be applied to a reduction of the Unpaid Purchase Price. Such

shall belong to Seller, and Seller shall have the right of ingress and egress across the Real Estate for the purpose of harvesting such crops. All other crops shall belong to Buyer.

Section 5. Evidence of Title.

(If title evidence is furnisodo herewith, strike Subsection 5.02)

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(If title evidence is to be furnished after execution of this Contract, strike Subsection 5.01);

5.02. If Buyer is not in default under this Contract, Seller will furnish Buyer.

An Abstract of Title

disclosing marketable title to the Real Estate to a date which is the earlier of (a) a date after execution of this Contract specified by Buyer in a notice to Seller or (b) a date 60 days prior to the date the final payment under this Contract is due.

5.03. Title Insurance. A title insurance policy furnished under this Contract shall be in the amount of the purchase price and shall be issued by an insurer satisfactory to Buyer.

5.04. Additional Title Evidence. Any additional title evidence shall be at the expense of Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of Seller shall be borne by Seller.

5.05. Conveyance 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 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 the date of this Contract and all taxes and assessments which are Buyer's obligations.

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Section 7. Assignment of Contract or Sale of Interest in Real Estate.

7.01. Assignment or Sale. Buyer may not sell or assign this Contract, Buyer's interest therein or Buyer's interest in the Real Estate, without the prior written consent of Seller. Seller agrees to consent to such assignment or sale if (a) such assignment or sale shall not cause a Loan on the Real Estate to be declared due and payable, or be called for full payment, or subject Seller to an increase in the interest rate of such Loan, and (b) the financial ability of the prospective assignee or purchaser from Buyer is at least equal to that of Buyer.

7.02. Notice of Assignment or Sale. If Buyer wishes to assign Buyer's interest in this Contract or sell Buyer's interest in the Real Estate, Seller shall be furnished in writing a notice containing the full name, address, place of employment, telephone number of the prospective assignee or purchaser from Buyer, as well as a financial statement showing their assets, liabilities and income and expenses. Within fourteen (14) days of such notice, Seller shall either approve or disapprove in writing the assignment or sale based solely on the criteria herein, and if disapproved, specify the reason or reasons for such disapproval. If Seller fails to act within fourteen (14) days after such notice, Seller's approval shall be deemed given.

7.03. Liability. No assignment or sale shall operate to relieve either party from liability hereon.

Section, 8. Use of the Real Estate by Buyer; Seller's Right to Inspection.

8.01. Use. The Real Estate (may) (may not) be leased or occupied by persons other than Buyer without prior written consent of Seller, which consent shall not be unreasonably withheld.

8.02. Improvements. Buyer may materially alter change or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements, only with prior written consent of Seller, which consent shall not be unreasonably withheld. Buyer shall not create, or allow any mechanics, laborers, materialmen; or other creditors of Buyer or an assignee of Buyer to obtain, a lien or attachment against Seller's interest herein. Buyer agrees that the Real Estate and any improvements thereon are, as of the date of this Contract, in good condition, order, and repair, and Buyer shall, at his own expense, maintain the Real Estate and any improvements in as good order and repair as they are in on the date of this Contract, ordinary wear and tear, and acts of God, or public authorities excepted. Buyer shall not commit waste on the Real Estate, and, with respect to occupancy and use, shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction thereof.

8.03. Inspection. Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

8.04: Buyer's Responsibility for Accidents. Buyer assumes all risk and responsibility for injury or damage to person or property arising from Buyer's use and control of the Real Estate and any improvements thereon.

Section 9. Buyer's Default and Seller's Remedies.

9.01. Time. Time is of the essence of this Contract.

9.02. Buyer's Default. Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate.

9.03. Event of Default. The following shall each constitute on Event of Default for purposes of this Contract:

(a) Failure by Buyer for a period of 30 days [not less than seven (7) days] to pay any payment required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.

(b) Lease or encumbrance of the Real Estate of any part thereof by Buyer, other than as expressly permitted by this Contract.

(c) Causing or permitting by Buyer of the making of any levy, seizure or attachment of the Real Estate or any part thereof.
(d) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.

(e) Institution of insolvency proceedings against By 2r, or the adjustment, liquidation, extension or composition or arrangement of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or, Buyer's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Real Estate.

(f) Desertion or abandonment by Buyer of any portion of the Real Estate.

(g) Actual or threatened alteration, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by this Contract.

(h) Failure by Buyer, for a period of thirty (30) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.

DDK XBETHECK RECORDINGER MICHAEL MICHAEL BELLEGIER SCHOOL DE SCHOO

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9.043. In the event Buyer has substantial equity in the state when an Event of 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 Subsection 9.041 or 9.042. If this Subsection 9.043 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 \$ 2,500,00 of the purchase price (which price means the original purchase price set forth in Subsection 1.01), then Buyer shall have substantial equity in the Real Estate.

9.05. Seller's Additional Remedies. In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

- (a) Retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy under this Contract), as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.
- (b) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.
 - (c) Enforce any right without relief from valuation or appraisement laws.

Section 10. Seller's Default and Buyer's Remedies.

10.01. 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.

10.02. If, after seven (7) 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.

Section 11. General Agreements.

This Instrument was prepared by

Mail To:

- 11.01 This Contract shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.
- 11.02. If Seller or Buyer consist of more than one person, each person signing this Contract as Seller or Buyer shall be jointly and severally bound.
- 11.03. Headings are for reference only, and do not affect the provisions of this Contract. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.

 11.04. 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.

 11.05. 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.
- 11.06. For purposes of listing the Read Estate for sale by Buyer shall be deemed to be the "fee titleholder" as this term is used in the Indiana Real Estate I
- 11.07. The failure or omission of either party to enforce any of his right openedies 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.
- 11.08. 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.
- 11.09. In computing a time period prescribed in this Contract, the day of the act or event shall not be counted. All subsequent

days, including intervening	weekend days and holidays, sh	all be counted in the period.	
34 30 A A A A A A A A A A A A A A A A A A	cquire liability contents insurance		erty at their cost. a
3. Buyers and Se	ller divide, equa	ted this Contract in duplicate or	of Timothy O. Malloy this day of
LEWIS PETRUS	BUYERS	JENIE COMBOS	SELLER
LOUISE B. PETRUS	BUYERS		,
	for said County and State, on this _		,19
and acknowledged the execution WITNESS my hand and Note		ct for Conditional Sale of Real Estat	e to be his voluntary act and decd.
	• • •	· · · · · · · · · · · · · · · · · · ·	Notary Public
My commission expires:		Resident of	•
STATE OF IN COUNTY OF Lake		SS:	
personally appeared			16 1
and acknowledged the execution wiTNESS my hand and Nota		ct for Conditional Sale of Real Estat	o to be his voluntary act and deed: