

92005135

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT executed on the 15<sup>th</sup> day of January, 1992,  
by and between PAUL OTTE, hereinafter called the "SELLER", and  
ALEXANDER SEPULVEDA, hereinafter called the "BUYER."

W I T N E S E T H

The Seller hereby agrees to and does sell to Buyer, and Buyer  
agrees to and does purchase from Seller, the following described  
real estate in the City of Hammond, Lake County, Indiana, to-wit:

Lot 1, Block 5, resubdivision Halberg's Oak Ridge  
Addition to Hammond, as shown in Plat Book 3,  
page 23, in Lake County, Indiana. Commonly known as  
1174 Summer Street, Hammond, Indiana.

upon the following covenants, terms and conditions.



ARTICLE I

THE PURCHASE PRICE AND MANNER OF PAYMENT

1. PURCHASE PRICE. The Buyer agrees to pay to Seller and  
Seller agrees to accept from Buyer the sum of Ten Thousand Dollars  
(\$10,000.00).

2. MANNER OF PAYMENT. The sum of Three Thousand Dollars  
(\$3,000.00) to be paid by Buyer to Seller at the time of execution  
and delivery of this instrument, the receipt of said sum is hereby  
acknowledged by the Seller.

The balance of Seven Thousand Dollars (\$7,000.00) is to be  
paid at the rate of Two Hundred Nineteen and 36/100 Dollars  
(\$219.36) on the tenth day of each calendar month hereafter  
until the remainder of said purchase price as herein provided has

**FILED**

JAN 23 1992

*Alex N. Anton*  
AUDITOR LAKE COUNTY

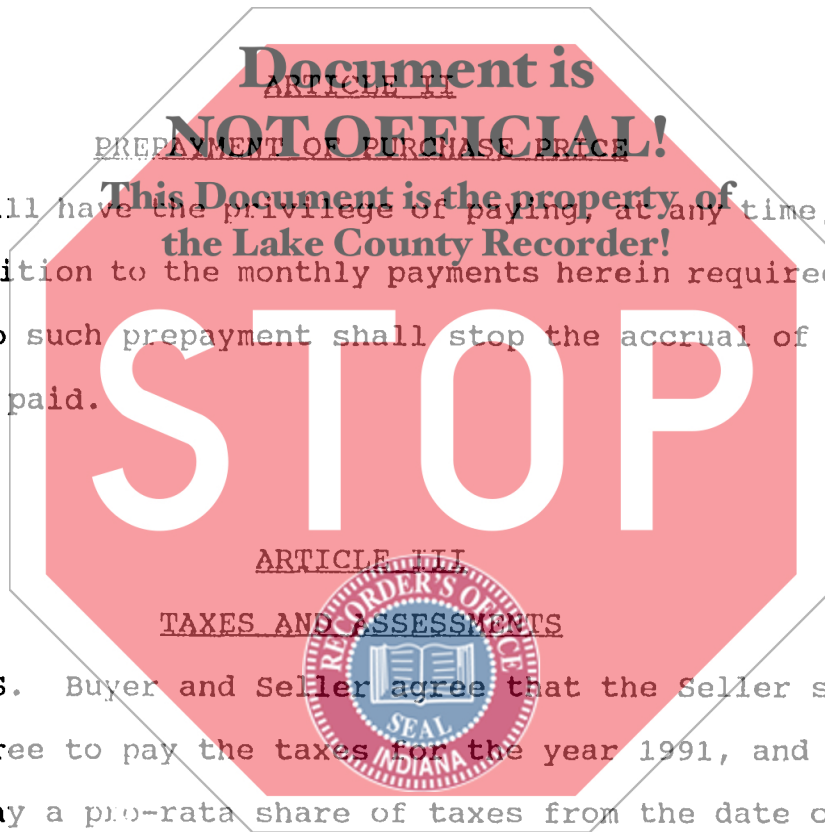
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CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

JAN 21 1 00 PM '92

*2700  
P/2/92*

been paid in full; said payment of Two Hundred Nineteen and 36/100 Dollars (\$219.36) includes principal and interest at the rate of eight percent 8% per annum. All payments due hereunder shall be made to [ ], or at such other place as Seller shall designate in writing. The Buyer agrees to pay to Seller a late charge of Fifteen Dollars (\$15.00) if any monthly payments due hereunder are not received by the Seller by the fifteenth day of each month.



ARTICLE II  
PREPAYMENT OF PURCHASE PRICE

Buyer shall have the privilege of paying, at any time, any sum or sums in addition to the monthly payments herein required. It is agreed that no such prepayment shall stop the accrual of interest on the amount paid.

ARTICLE III  
TAXES AND ASSESSMENTS

1. TAXES. Buyer and Seller agree that the Seller shall assume and agree to pay the taxes for the year 1991, and the Buyer shall pay a pro-rata share of taxes from the date of possession herein.

2. ASSESSMENTS. Buyer agrees to assume all assessments and liens for municipal and other improvements which may be made after the execution of this Agreement.

ARTICLE IV

POSSESSION

Seller shall deliver to Buyer full and complete possession of the real estate after date of this Agreement. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this Agreement and performs all covenants made by them in this Agreement.

**Document is  
NOT OFFICIAL!**

**ARTICLE V**  
**This Document is the property of**  
**the Lake County Recorder**  
**SELLER'S REGULAR MORTGAGE REAL ESTATE**

Seller shall have the right to obtain, without Buyer's consent, a loan secured by mortgage on the real estate; and the right to renew any such mortgage loan. Seller agrees, however, that the balance due in respect of any such mortgage loan shall never exceed the unpaid balance of the purchase price due hereunder. If Seller encumbers the real estate by a mortgage and fails to meet any payment of principal or interest due in respect of the debt secured by such mortgage, Buyer shall have the right to make any such omitted payment or payments, and to deduct the amount thereof from the next payment or payments due under this Contract. Seller agrees, however, that it will pay any such mortgage loan when due or at such time as Buyer pays in full the unpaid purchase price hereunder.

**STOP**



ARTICLE VI

ASSIGNMENT OF CONTRACT

The Buyer may not sell or assign this Contract, the Buyer's interest herein, or the Buyer's interest in the Real Estate, without the written consent of the Seller, provided, however, any consent herein required shall not be unreasonably withheld, and provided that no assignment hereof shall operate to relieve either party from liability hereon.

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**This Document is the property of  
the Lake County Recorder!**

ARTICLE VII

USE OF REAL ESTATE BY BUYER, SELLER'S RIGHT OF INSPECTION  
AND BUYER'S RESPONSIBILITY FOR INJURIES

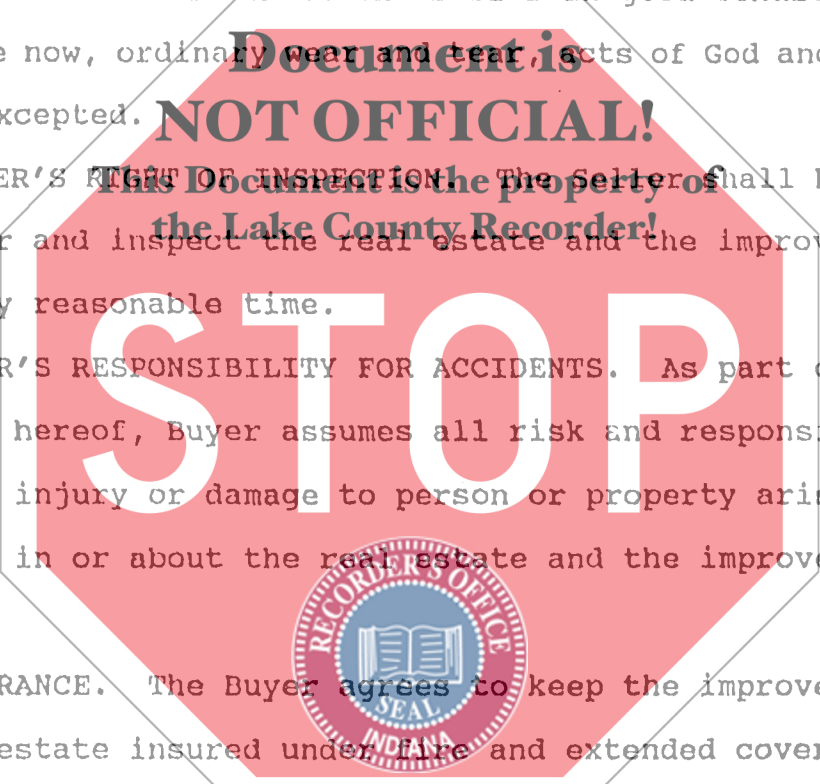
1. USE. The real estate may be rented, leased or occupied by persons other than Buyer. Present improvements may be changed, remodeled or altered without the Buyer receiving prior approval from Seller. Additional improvements may be placed on the real estate by the Buyer without the consent of the Seller. In the event the Buyer changes, remodels or alters present improvements or makes additional improvements on the real estate, the Buyer shall be solely responsible for any costs or expenses incurred with relation thereto and shall hold the Seller harmless thereon. The Buyer shall not permit any mechanic's liens to attach to said real estate by reason of any change in present improvements or by reason of any additional improvements placed on the real estate by the Buyer. Buyer shall use real estate and

improvements thereon carefully, and shall keep the same in good repair at his expense. Buyer shall not commit waste on the real estate. In the occupancy of the real estate the Buyer shall comply with with all laws, ordinances and regulations of the United States of America, the State of Indiana, the County of Lake, and the City of Hammond. In the event of the Buyer's breach of this covenant and a re-entry by Seller, the Buyer shall deliver the real estate and the improvements thereon to the Seller in good condition in which they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. SELLER'S RIGHT OF INSPECTION. The Seller shall have the right to enter and inspect the real estate and the improvements thereon at any reasonable time.

3. BUYER'S RESPONSIBILITY FOR ACCIDENTS. As part of the consideration hereof, Buyer assumes all risk and responsibility for accident, injury or damage to person or property arising from the use of or in or about the real estate and the improvements thereon.

4. INSURANCE. The Buyer agrees to keep the improvements on said real estate insured under fire and extended coverage policies as they become due. Such insurance shall be carried in a company or companies approved by Seller in an amount not less than the purchase price hereunder, plus the value of the improvements thereon. Such policy or policies shall be issued in the name of the Seller and Buyer as their respective interest may appear and shall be delivered to and retained by Seller during the continuance of this Agreement. If the Buyer fails to take out or



pay for insurance provided for herein or to make any payment of taxes or assessments herein provided for him to pay, the Seller may, without notice, pay the same when due and add such amount to the principal of this Contract, and such amount shall bear interest from the date of payment at the rate and in the manner provided for other principal of this Contract, provided that the exercise of this right of payment by the Seller on any occasion shall not waive his right to declare a termination of this Contract for failure to perform the same for any future failure to pay, nor shall any payment or payments thus made by Seller constitute an estoppel to declare a forfeiture of this property for a subsequent failure to pay any other payment of Buyer to be paid.



ARTICLE VIII  
SELLER'S TITLE

Seller, at its expense, shall furnish Buyer, as soon as can be prepared, an Owner's Policy of Title Insurance issued by a title insurance company satisfactory to Buyer in which the Company shall agree to insure merchantable title in the name of the Buyer after delivery of a Deed to Buyer from Seller. Such title insurance policy shall insure title for the full amount of the purchase price.

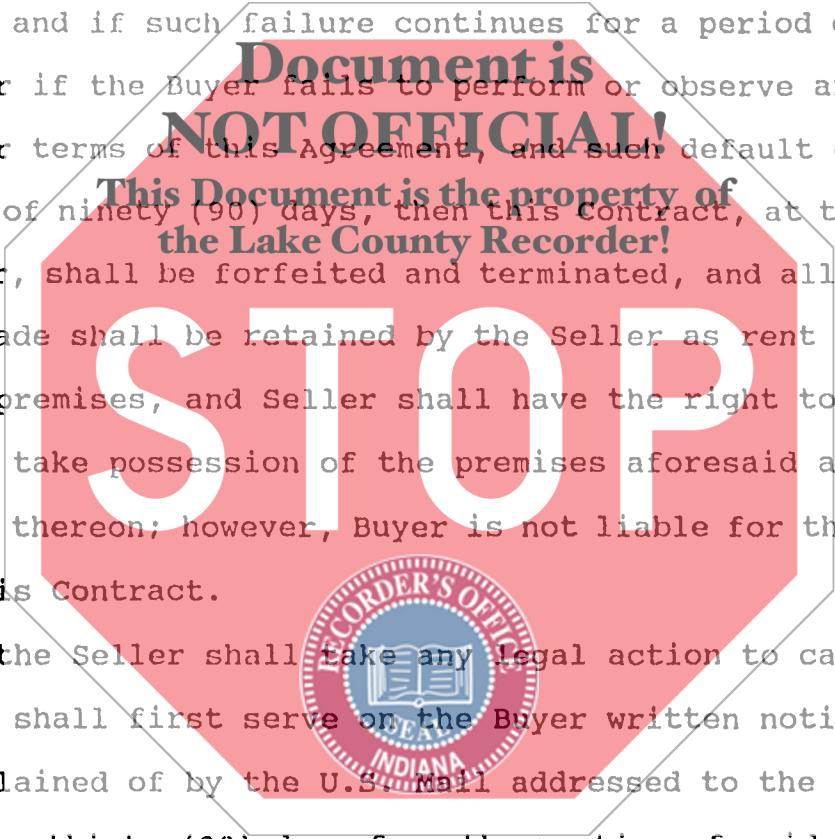
ARTICLE IX

SELLER'S REMEDIES ON BUYER'S DEFAULT

If the Buyer shall fail to make any installment of the purchase price or interest thereon as the same becomes due, or any installment of taxes on the real estate or assessment for a public improvement, or any premium of insurance as the same becomes due and payable, and if such failure continues for a period of ninety (90) days, or if the Buyer fails to perform or observe any other conditions or terms of this Agreement, and such default continues for a period of ninety (90) days, then this contract, at the option of the Seller, shall be forfeited and terminated, and all payments heretofore made shall be retained by the Seller as rent for the use of said premises, and Seller shall have the right to re-enter and take possession of the premises aforesaid and improvements thereon; however, Buyer is not liable for the balance due under this Contract.

Before the Seller shall take any legal action to cancel this Contract, he shall first serve on the Buyer written notice of the default complained of by the U.S. mail addressed to the Buyer, who shall have thirty (30) days from the posting of said notice to correct said default.

Buyer agrees to pay the reasonable expense of preparation and delivery of any notice of default, including attorney fees, if incurred.



ARTICLE X

COVENANTS OF SELLER

Upon payment by Buyer of the purchase price in full, with all interest thereon, and the performance by Buyer of all covenants and conditions which, by the terms of this Agreement, are to be performed by Buyer, Seller agrees and covenants to convey real estate to Buyer by a General Warranty Deed, subject however to all conditions, easements, highways, rights of way, restrictions and limitations of record; to the rights of persons in possession; to the lien of all unpaid taxes and assessments for public improvements; and to any other encumbrances which by the terms of this Agreement are to be paid by Buyer, and subject to the provisions of applicable zoning laws.



ARTICLE XI

GENERAL AGREEMENT OF PARTIES

All covenants hereof shall extend 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 neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served



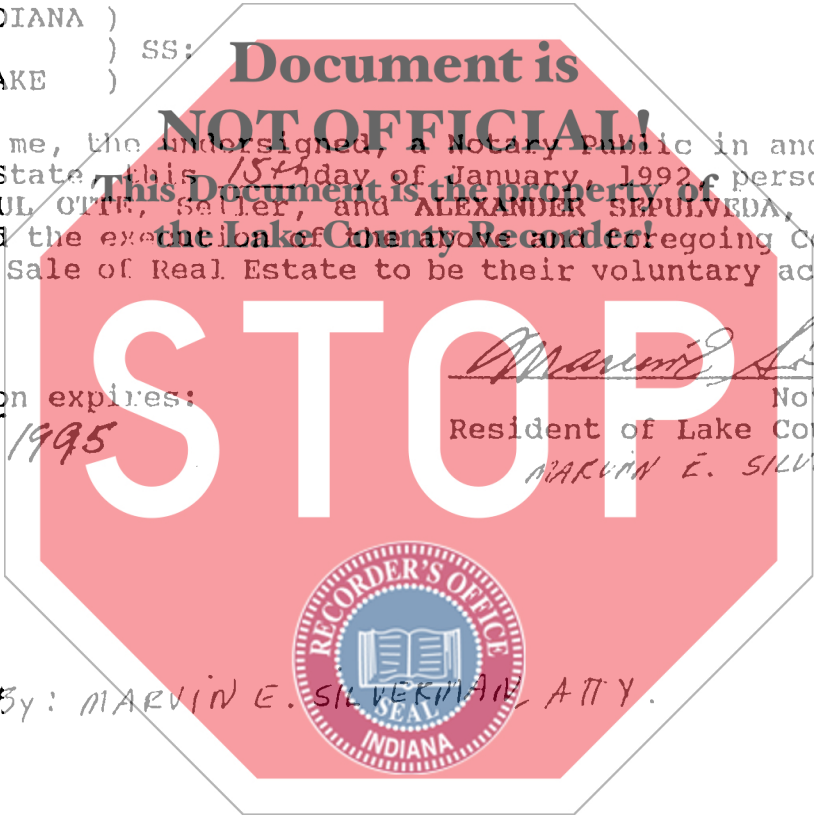
on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in the United States Post Office mail box.

IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument this 15<sup>th</sup> day of January, 1992.

*Paul Ott*  
PAUL OTT

*Alexander Sepulveda*  
ALEXANDER SEPULVEDA

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )



Before me, the undersigned, a Notary Public in and for said County and State, this 15<sup>th</sup> day of January, 1992, personally appeared PAUL OTT, Seller, and ALEXANDER SEPULVEDA, Buyer, and acknowledged the execution of the foregoing Contract for Conditional Sale of Real Estate to be their voluntary act and deed.

My commission expires:  
Aug. 5, 1995

*Marvin E. Silverman*  
Notary Public  
Resident of Lake County  
MARVIN E. SILVERMAN

PREPARED BY: MARVIN E. SILVERMAN, ATTY.