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CONDITIONAL SALE CONTRACT

Carol Manley
5319 N. 39th St
Milwaukee, WI
53209

THIS CONDITIONAL SALE CONTRACT ("Contract") has been entered into this 21 day of February, 1992, by and between ISIDORE LUNA and MATIANA LUNA, Husband and Wife, ("Vendor") and EDWARD DAVIS JR. and CAROLYN DAVIS MANLEY, Husband and Wife, ("Purchaser").

WITNESSETH: That the Parties agree as follows:

Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the following described real estate located in Gary, Lake County, Indiana ("Real Estate"), being more particularly described as follows:

Lot Forty-Two (42) and Lot Forty-Three (43), Block Five (5), Gary Land Company's Eighth Subdivision, in the City of Gary, as shown in Plat Book 13, Page 1, in Lake County, Indiana,

Commonly known as 272-276 Harrison Street

Subject to all covenants, restrictions and easements of record

all upon the following covenants, terms and conditions:



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PURCHASE PRICE AND MANNER OF PAYMENT

(a) The Purchase Price for the Real Estate shall be the sum of Eighteen Thousand (\$18,000) ("Purchase Price"), which Purchaser (jointly and severally) agree to pay Vendor in accordance with the terms and conditions of this Contract, without relief from valuation and appraisal laws and with reasonable attorney's fees after default and referral to an attorney for collection.

(b) The Purchase Price shall be paid in the following manner:

(1) The sum of Three Thousand Dollars (\$3,000) shall be paid upon execution and delivery of this Contract to Vendor by Purchaser and Vendor acknowledges receipt of such payment.

(2) The remaining unpaid principal balance of the Purchase Price ("Contract Balance") in the amount of Fifteen Thousand Dollars (\$15,000) shall be paid to Vendor by Purchaser, together with interest on the unpaid balance at the rate of Nine Per Cent (9 %) per annum, as follows:

With interest computed from the date hereof on the monthly unpaid Contract Balance at the Per Annum Rate, in equal monthly installments of One Hundred Ninety Dollars (\$190) for Ten (10) years, which installment payments shall commence on the 1st day of April, 1992, and shall continue thereafter on the 1st day of each successive calendar month until the entire Contract Balance, together with all accrued interest thereon, has been paid in full.

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Anna N. Anton
AUDITOR LAKE COUNTY

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(3) Purchaser may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall relieve Purchaser from continuing to make scheduled payments as they become due and payable. All payments made by Purchaser, including prepayments, shall be applied first to interest due and payable and the balance, if any, to principal.

(4) All payments shall be made to Vendor at: 4816 Homerlee Street, East Chicago, Indiana, or to such other place or person as Vendor may direct by written notice to Purchaser.

(5) Purchaser 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 Vendor within the grace period, then a late charge in a sum equal to Four Percent (4%) of the Monthly Installment Payment shall accrue and be immediately due and payable.

2. TAXES AND INSURANCE.

Purchaser agrees to assume and pay the taxes on the Real Estate beginning with the installment payable May, 1993, together with all installments of real estate taxes due and payable thereafter, and Vendor agrees to pay all taxes on the Real Estate due prior to said installment.

Purchaser shall pay the taxes on the Real Estate (in advance of the same becoming due) and insurance on the Real Estate by adding One Twelfth (1/12) of the total annual amount of said taxes and insurance to the monthly installment payment of principal and interest. Said monthly payments of taxes and insurance shall be in the amount of FIFTY AND 12/100 DOLLARS (\$50.12); making the total monthly installment due in the amount of TWO HUNDRED FORTY AND 12/100 DOLLARS (\$240.12).

(Amount of taxes and insurance payable by the Purchaser are subject to change based on changes in Tax Assessment and Insurance Rates. Purchaser does hereby agree to pay any such additional amounts upon written notification of such changes by Vendor.)

Purchaser 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 Contract, are assessed or charged to the Real Estate. Vendor agrees to pay any other assessments or charges, to and including the date of this Contract. Purchaser specifically agrees to pay all Sanitary District Assessments; and all other assessments within thirty (30) days of date due.

The parties hereto agree 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.

Fire and extended coverage insurance upon all improvements on the Real Estate shall be maintained, in an amount not less than the Contract Balance or the full extent of the Purchaser's insurable interest. The Required Insurance shall be issued in the names of Purchaser and Vendor, as their respective interests may appear.

Except as otherwise agreed in writing, any insurance proceeds received as payment for any loss of, or damage to, the Real Estate covered 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 Vendor reasonably may require, unless such restoration and repair are 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 Vendor's option, toward prepayment of the Unpaid Purchase Price, with any excess (not to exceed the amount paid into the Contract by Purchaser) to be paid to the Purchaser. Any excess insurance proceeds shall be divided proportionately between Vendor and Purchaser on a pro rata basis, in accordance with their respective equity interests under the contract.

3. 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 Contract, 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 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 perform any act or make any payment required by him under this Section.

(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) Each installment or payment received by Vendor shall be applied first to the accrued late charges, taxes and insurance, and then to the reduction of the Unpaid Purchase Price.

4. POSSESSION.

Delivery of Possession. Vendor shall deliver to Buyer full and complete possession of the Real Estate on or before thirty (30) days after closing.

5. EVIDENCE OF TITLE AND TITLE INSURANCE.

(a) If Purchaser is not in default under this Contract, Vendor will furnish Purchaser, at Purchase's expense, an Owner's title insurance policy disclosing marketable title to the Real Estate to a date which 30 days prior to the date the final payment under this Contract is due.

(b) Vendor hereby warrants that Vendor has good and merchantable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances, except Easements and restrictions of record and current real estate taxes not yet delinquent.

6. CONVEYANCE OF TITLE.

Vendor covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Purchaser of all covenants and agreements herein made, Vendor will convey or cause to be conveyed to Purchaser, by Warranty Deed, the above-described real estate, subject to restrictions and easements of recorded as of the date of this Contract and all taxes and assessments which are Purchaser's obligations.

7. VENDOR'S RIGHT TO MORTGAGE THE REAL ESTATE.

Vendor shall not have the right to obtain a loan or loans secured by a Mortgage on the Real Estate.

8. ASSIGNMENT OF CONTRACT OR SALE INTEREST IN REAL ESTATE.

(a) Assignment of Sale. Purchaser may not sell or assign this Contract, Purchaser's interest therein or Purchaser's interest in the Real Estate, without the prior written consent of Vendor.

(b) Notice of Assignment or Sale. If Purchaser wishes to assign Purchaser's interest in this Contract or sell Purchaser's interest in the Real Estate, Vendor shall be furnished in writing a notice containing the full name, address, place of employment, telephone number of the prospective assignee or purchaser from Purchaser, as well as a financial statement showing their assets, liabilities and income and expenses. Within fourteen (14) days of such notice, Vendor 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 Vendor fails to act within fourteen (14) days after such notice, Vendor's approval shall be deemed given.

(c) Liability. No assignment or sale shall operate to relieve either party from liability hereon.

9. PURCHASER'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; and shall hold Vendor harmless from an liability or damages incurred as a result of Buyer's use and control of the Real Estate.

10. USE OF THE REAL ESTATE BY PURCHASER; SELLER'S RIGHT TO INSPECTION.

The Real Estate may not be leased or occupied by persons other than Buyer without prior written consent of Vendor, which consent shall not be unreasonably withheld. 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. Vendor shall have the right to enter and inspect the Real Estate at any reasonable time, with the approval of the Purchaser.

11. PURCHASER'S DEFAULT AND VENDOR'S REMEDIES.

(a) Time. Time is of the essence of this Contract.

(b) Purchaser's Default. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter, the entire Contract Balance, shall, at the option of Vendor, become immediately due and payable without any notice, presentment, demand, protest, notice of protest or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by Purchaser, and Vendor shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect Contract Balance to foreclose this Land Contract, and as may be necessary or appropriate to protect Vendor's interest, under this Contract and in and to the Real Estate.

12. EVENT OF DEFAULT.

The following shall each constitute an Event of Default for purposes of this Contract:

(a) Failure by Purchaser for a period of ninety (90) days to pay (i) any payment(s) required to be made by Purchaser to Vendor under this Contract when and as it becomes due and payable; (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this contract are payable by Purchaser, or (iii) any premium for insurance required by the terms of this contract to be maintained by Purchaser.

(b) Lease, or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial uninsured loss of any part of the Real Estate.

(c) Default by Buyer after written notice thereof is given to Purchaser, in the performance of any other covenant or term of this Contract.

(d) Institution of insolvency proceedings against Buyer, 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.

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

(f) 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.

All Vendor's remedies shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy at any time shall not operate as a waiver of the right of Vendor to exercise any remedy for the same or any subsequent default at any time thereafter.

12.1 Upon the occurrence of an Event of Default, Vendor may declare this Contract forfeited and terminated, and upon such declaration, all right, title and interest of Purchaser in and to the Real Estate shall immediately cease and Purchaser shall then be considered as a Tenant holding over without permission and Vendor shall be entitled to re-enter and take immediate possession of the Real Estate and to eject Purchaser and all persons claiming under him.

Further, Seller shall have the right to institute legal action to have this contract forfeited and terminated and to recover from Vendor all or any of the following:

- (a) Possession of the Real Estate;
- (b) Any payment 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 Unpaid Purchase Price from the last date to which interest was paid until judgment or possession is recovered by Vendor, whichever shall occur first;
- (d) Due and unpaid real estate taxes, assessments, charges, and penalties which Purchaser is obligated to pay under this Contract;
- (e) The reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear and acts of God or public authorities; and
- (f) Any other amounts which Purchaser is obligated to pay under this Contract; or
- (g) Vendor may declare all of the sums secured by this Contract to be immediately due and payable, and Vendor may institute legal action to recover same.

12.2 In the event Purchaser has substantial equity in the Real Estate 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 Vendor's remedy shall be that of foreclosure. In the same manner that real estate mortgages are foreclosed under Indiana law and Vendor may not avail himself of the remedies set forth in subsection 12.1. If this subsection 12.2 is applicable, then Vendor may declare all of the sums secured by this Contract to be immediately due and payable, and Vendor may immediately institute legal action to enforce this Contract and Purchaser's interest in the Real Estate.

The Parties agree that after Purchaser has paid One Third of the Purchase Price (which price means the original purchase price set forth in the herein Contract, excluding payments made on taxes and insurance), the Purchaser shall have substantial equity in the Real Estate.

In addition to the remedies set forth above, upon the occurrence of an Event of Default, Vendor shall be entitled to:

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

13. MECHANIC'S LIENS.

Purchaser shall not permit any Statement of Intention to Hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Purchaser.

If such Statement of Intention to hold a Mechanic's Lien shall be filed, Vendor, at Vendor's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the Lienor. If such Statement of Intention to hold a Mechanic's Lien shall be filed, and an action commenced to foreclose the Lien, Purchaser, upon demand by Vendor, shall cause the Lien to be released at Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtaining an Order from the Court releasing the property from such Lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right, authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's Lien.

14. GENERAL AGREEMENTS.

(a) 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.

(b) If Seller or Buyer consists of more than one person, each person signing this Contract as Seller or Buyer shall be jointly and severally bound.

(c) 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.

(d) A memorandum of this Contract may be recorded by Buyer, at Buyer's expense, and shall be adequate notice of the provisions of this Contract as though the entire instrument had been recorded.

(e) 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.

(f) The failure or omission of either party to enforce any of his rights 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.

(g) 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 the following address and deposited in United States Post Office mails by Certified or registered mail, postage, prepaid:

(1) If to Vendor, at the address at which payments to Vendor are to be made.

(2) If to Purchaser, at 272 Harrison Street, Gary, Indiana.

(h) 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, shall be counted in the period.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract in duplicate on this 21 day of February, 1992.

Isidore Luna

ISIDORE LUNA, Vendor

Edward Davis Jr.

EDWARD DAVIS, JR.,
Purchaser

Motiana Luna

MATIANA LUNA, Vendor

Carolyn Davis Manley

CAROLYN DAVIS MANLEY,
Purchaser

**Document is
NOT OFFICIAL!**

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

STATE OF INDIANA

COUNTY OF LAKE

) ss:.

Before me, a Notary Public in and for said County and State, personally appeared Isidore Luna and Motiana Luna, Husband and Wife, and Edward Davis, Jr. and Carolyn Davis Manley, Husband and Wife, who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notary Seal this 21st day of Feb. 1992.

My ommission expires:

12/31/95



Josephine Drago
Notary Public
Resident, Lake County

This instrument prepared by Luci L. Horton, Attorney at Law.
1111 Broadway, Gary, Indiana 46407