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.

THIS CONTRACT IS TO BE RECORDED

# CONTRACT FOR CONDITIONAL 92012212 SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between .	GERALD E. MUSSER and Betty J.
Musser, his wife	(hereinafter called "Seller")*and
TMOTUV I DANCEV 1 I AUDA A DANCEV UTG UTER	(hereinafter called "Buyer"),
VITNESSETH: Seller hereby agrees to and does selleto Buyer, and Buyer seller, the following described real estate (including any impro	hereby agrees to and does purchase from
ocated on it) in Hammond, Indiana heing hereinafter called the "Real Estate"): commonly known and legally described as follows:	as 7548 Monroe Ave., Hammond, Indi
Lot 4, Block 1, J. J. Owen's Addition to Hammond, 34, in Lake County, Indiana.	as shown in plat book 20, page
Key #35-200-4 Tax Unit No. 26	
Document	is
Personal property included in this Contract is as	Ao Ilows:
washer, dryer, stove, refrigerator, dinette table curtains, all fixtures electrical, plumbling as it the Lake County Rec	and chairs, blinds and Research
This contract is subject to the attached amendmen	89 39
pon the following covenants, terms and conditions:	FEB 28 1992
The Burchase B. College B. Colleg	AUDITOR LAKE COUNTY
The Purchase Price and Manne  1. The Purchase Price. As the purchase price for the Real seller agrees to accept from Buyer the sum of Fifty Four Tho	Estate, Buyer agrees to pay to Seller and usand Five Hundred and no/100
2. The Manner of Payment. The purchase price shall be (a) The sum of Two Thousand and no/100	paid in the following manner:
as paid by Buyer to Seller at the time of the execution and deli- um is hereby acknowledged by Seller.	very of this contract, and the receipt of such
(b) The sum of FIVE HUNDRED TWELVE & 33/100 DOLLARS (\$51: 1991, and on the same date of each month thereafter, until the reherein provided, has been paid in full. If said payments are not TWENTY FIVE & 00/100 DOLLARS (\$25.00) will be added to such late the payment is due. If said payment, including all late payment following the month in which it is due, Seller may declare	emainder of the purchase price, with interes t made on or before their due date, a penalt payments on the 15th day of the month in ent charges, is not paid by the 15th day of
(c) The unpaid balance of the purchase price shall bear annum, such interest to amortize over a period of twelve (12) you (5) years after the date of the first contract payment, to-wit	ears with a balloon (balance due) payment due
(d) All payments due hereunder shall be made to GERALD E at such other place as Seller shall designate in writing.	. MUSSER, BOX 148, R. R. 4, ATTICA, IN 47918

### 11

### 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.

MUAIL TO:

S. W. PAGORER 717 BURNHAM AUG DALMUGFOTY IZLL 60409

01550

#### Taxes, Assessments and Insurance

- 1. Taxes. Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable from the date of closing and all installments of taxes due and payable thereafter.
- 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 Seller 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 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 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 of incurring costs and expenses.

### NOT OFFICIAL!

Seller shall deliver to Burer full pull complete massession of the Real Estate upon closing

THE REPORTED HAVE REAL PROPERTY OF THE PROPERT Redshood Hard a Grant and the continuous and the co x monity is no ise near the poly and x of x nother xxx x his ax x no x known

#### **Evidence** of Title

(If title evidence is furnished berewith, strike paragraph B.)

A. Seller has furnished Buyer an Addition of the contract of th

owner's title insurance policy at setter's expense from Chicago Title Insurance Co. disclosing marketable title to the Real Estate \*\* in Gerald E. Musser married to Betty J. Musser married to Betty subject, nevertheless, to the following exceptions dated (insert date) rights of the contract purchasers Timothy II. Ramsey and Laura A. Ramsey, his wife

(If title evidence is to be furnished after execution of this contract, strike paragraph A.)

Reckferbissereigennteinalsfandenndennderekkingententeksfindbareidsbureidsbureigen beschieben beschi 

zwikyczywywykikalikaky

(strike one)

doxedhk keldan edak xe kek dh kecidh ke xedi ki kek a ke a ka kak e ki dhee dhadh e kali k edaleda da kaca geleelorid inatoolooootxuudaaxhiexaootxuatxiskalur.

do neuxodekahakkakeeroakkahiroog xaakebkaindakeeroakeerokekakeeroahirookiidakeeroahirookiidakeerok stookhanilkoonaankinintakaanaankookhaatekaanieniaaanookaanookaanookaanookaanookaanookaanookaanookaanookaanooka innakan Reak Estatenakadh kanbannen ben Seklen.

*kumun*akulahakakaminakakakaminahakaminahakakakaminakaminakaminakaminakakaminakakaminakakamilah ии*хжкийий ккихики*инкинкинскибкистик ккийихообхистика обих бинкин бинкин бинкин бинкин бинкин бинкин бинкин бинки бинкин бинки .જામમંત્રજ્ઞાંત્રેત્રેજ્ઞસ્ત્રેત્રેત્રજ્ઞા

#### VΙ

#### Seller's Right to Mortgage the Real Estate

инхинийисский испиний Adejenkarik bankar kangar kangar kangan kangan kangar kang sising som to the contract of the second sec

#### **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, and that no assignment shall operate to relieve either party from liability hereon.

#### VIII

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

- 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. 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.

## eller'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 content to reitally and terminated, and upon such a declaration of the right to declare this content to reitally and terminated.

(1) Seller shall have the right to cicchae this content to rectay 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;

жылын жайын жайын

ику ижимижет жара и материя и матер

ърчиния и водини водини и водини и водини водини и водини в

(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.

үнгүүдүхжүлдүнжин какылын как

-ЖҮКҮХҮКҮҮГИВЭЭ УУКИТУХ ЖАЖЖЕМИНИН ИНИНИЖЖИЙ ЖИККИЙДИКИК ЖИКИЖИКИН ЖИКИКИЙ ЖИНИКИЙ ЖИНИКИЙ ЖИНИКИКИЙ ЖИКИКИЙ ЖИКИКИЖИКИЙ ЖИКИКИЙ ЖИКИЙ ЖИКИКИЙ ЖИКИЙ ЖИ

Жихэйних хихих хи

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 30 days from the posting of such notice to correct any default; provided, however 30 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.

### **General Agreements of Parties**

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.

Unless the rate of interest is otherwise specifically stated, interest provided by this contract shall be computed at the rate set forth in paragraph 2 of Article I of this contract or if no rate is there set forth at the rate of \_\_\_\_\_\_6% \_\_\_\_per annum.

### XI Additional Covenants

Document is	
In WITNESS WHEREOF, the Seller and Buyer have executed this instrumed This Document is the property of August The Lake County Recorder!  Timothy L. Ramsey  Laura A. Ramsey  BUYER.  Betty J. Musser	en
STATE OF EXELECTED COOK  COUNTY OF COOK  SS:	1001
Before me, a Notary Public in and for said County and State on this 12th day of	August, 1991
personally appeared Timothy L. Ramsey and Lours A. Ramsey, his wife and also appeared Gerald E. Musser and Berry J. Musser, his wife	/
and also appeared Gerald E. Musser and Betty J. Musser, his wife and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of her voluntary act and deed.	Real Estate to be his and
WITNESS my hand and Notarial Scal.	stala
My commission expires:  OFFICIAL SEAL ADELINE ZIENTARA  NOTARY PUBLIC STATE OF ILLINOIS MY Commission Expires SEPT 26, 1992	
STATE OF INDIANA COUNTY OF SS:	
Before me, a Notary Public in and for said County and State, on this	
and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of her voluntary act and deed.  WITNESS my hand and Notarial Scal.	f Real Estate to be his and
Notary Pu	blic
My commission expires:	County
Music to S. W. Pagorek This Instrument was prepared by S. W. Pagorek	, Attorney at Law.
7/7 BURNHAU AUG MALUNUST CITY, ILL	. •
DALWHURT CITY IT LL	
1/20409	

#### AMENDMENT TO CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE DATED AUGUST 12, 1991

It is understood by all parties that the title insurance policy described in Section V, Paragraph A, has not been issued by, or a commitment letter received from Chicago Title Insurance Co., at the time of the signing of this Contract.

It is further understood that said title insurance policy is being processed by Chicago Title Insurance Company and that Seller has done nothing that would cloud title to this property since the date of the previous title commitment to-wit, March 14, 1991

All parties This Pocument ver commitment for title insurance that discloses marketable title to the real estate on or before October 15, 1991. In the event Seller cannot furnish said title insurance commitment by the above date Buyer may declare this contract null and void and all monies received by Seller shall be returned to Buyer.

If is further understood by all parties that Seller shall pay all real estate taxes that become due and payable up to December 31, 1991. At that point in time all real estate taxes shall become the obligation of the Buyer.

emper

Gerald E. Musser