## APPROVED STANDARD FORM

## John L' Myers 36 E 36 th Care Hobort 16342-6 LAND CONTRACT

Adopted by the Indiana Real Estate Association, Inc. And for Use of Members Only

## CONTRACT FOR SALE OF REAL ESTATE

(USE APPROVED PAYMENT BOOK)

THIS AGREEMENT, made and entered into this 17th day of November 19 89, by and between Roy E. and Donna M. Mattox Husband and Wife				
of Lake County, State of Indiana, hereinafter design Husband and Wife	ated as Seller,	and John i	and Karen	Myers,
of Lake County, State of Indians, hereinafter design In consideration of the acts and payments of the Buyer and upon and convey to the Buyer the following described real estate in Lake East 1/2 of Lot 6, Block 6, Garden Homes #3, a	the serms here	inafter set for County; S	th, the Seller	a, to wit:
Lake County, Indiana,				<b>5</b>
36 E. 36th Ave., Lake Station, Indiana			2038 183 183	2 Epreso
Key # 35-50 0248 0006	MAR	2 1992	 E.I	9 8
The Seller acknowledges the receipt of Money down		**************************	Ø <u>E</u> Ø 0 <b>€</b> 00	Dollars,
as the initial payment on the sale price of Nine thousand dollars	ALBOTTON LA	S domak		
If the Buyer shall pay to the Selter at 1309 E. Cleveland Av	e. Hobart	Indiana		***************************************
or at such other place as the Seller may in writing from time to time dir nine dollars: & 15/100, P.I. pluse Footige (ve dollars				
on the15.thday of each consecutive month commencing on the15.t				
until the said sale price, together with interest thereon at12per cen if, until final payment is made hereunder, the Buyer				
(a) shall pay as and when due the 1stinstallment of the 19 in 19				e and payable
ouvez noore up zero eo pe para e, sezzez		*******************		•••••••••••••••••••••••••••••••••••••••
and all special assessments hereafter levied thereon; and all other chat that may be hereafter levied or assessed against said profites, eviced on or before the first payment date after such payments recome due;  (b) shall insure the buildings, if any, and shall denosit with the spany or companies approved by Seller to cover the buildings against to Coverage Endorsement in an amount as determined and agreed to by the Seller may elect to do so and add the amount of premium to the unpaid only  (c) shall maintain the lawn in good condition and keep all improve (d) shall not use said premises or permit said premises to be used the reputation of the same or depreciate the value thereof;  (e) shall neither assign this contract nor let said premises or any without first procuring the written consent of the Seller; however, if the Seller shall be remunerated only for the cost of obtaining satisfactory consents.	seller a paid upset through fir Sellers; should need due on this ments in good sed for any unly part thereof need seller appropriate the seller approximate the	p policy or ree and hazard the Buyer for land contract repair; awful purpose for remove not oves the assign	or purposes t	rance in com- the Extended premium, the hat will injure ldings thereon
(f) shall not violate any of the restrictions, conditions or covenants provided and which restrictions, conditions and covenants are hereby made	s to be contained e effective from	ed in the deed the date of t	of the Seller his agreement	;
				•••••
(g) and shall permit the Seller during all reasonable hours, to g same;	o upon the pro	emises for the	purpose of	inspecting the
then and in that event and, at the time of the final payment, the Seller sufficient warranty deed conveying said premises to Buyer in fee simple other charges described in clause (a) above and those falling due there suffered by the Buyer; to zoning regulations now or hereafter imposed to frecord affecting either the alienability or the use of said premises; and to	e, subject, neve eafter; to all l thereon; to all	ertheless, to iens or incum restrictions, co	all taxes, ass brances there inditions and c	essments and on created or covenants now
At the time of delivery of deed, the Seller further agrees to deli certified to date as near to final closing as reasonably possible, prepartitle plant, as defined by the Indiana Title Assocation, or whose abstrattorneys who are members of the Bar Association, which abstract shall cauch items to which the Seller's deed is to be made subject, as hereing fication of the abstract at a time other than at final closing, as herein provance with the terms of this contract.	red by an Abs acts are genera disclose in the S	tract Compan Illy accepted l Seller a merch	y maintaining y financial in antable title s	an adequate stitutions and unicet only to

In the event it is mutually agreed by and between the Buyer and the Seller that an Owner's Policy of Title Insurance shall be accepted in lieu of an abstract, as evidence of title, then and in that event delivery to the Buyer of an Owner's Policy of Title Insurance valued at the purchase price, and issued in the name of the Buyer by an insurance company licensed to do business in the State of Indiana, and which policy is subject only to such limitations and/or liens as shall be assumed by the Buyer, shall be construed to comply with the requirements of title evidence as hereinbefore provided.

Interest shall, at the end of each. Monthly......period, be added to the unpaid balance of the sale price existing at the commencement of such period. From the total thus obtained shall be deducted all payments made hereunder on account of principal and interest to the Seller during such period and the remainder shall stand as the unpaid balance for the next succeeding semi-annual

The Seller may, at his election, place and/or maintain a mortgage on said premises for an amount not in excess of the then unpaid balance of the sale price; and the Buyer agrees that any such mortgage shall be a first lien and prior to any interest of his in said premises; provided that in the event the Seller shall hereafter elect to place such a mortgage on said premises he shall before the execution thereof, give the Buyer written notice of such proposed execution, which notice shall contain the name of the mortgagee, the principal amount, the rate of interest and the date of maturity of the proposed mortgage. If such notice shall state that the mortgagee requires further assurance of the priority of such proposed mortgage, then the Buyer agrees

within ten days after receipt of such notice to execute such further assurance of priority as may be required by such mortgage, provided, however, that the Buyer shall not be required to bind himself personally to pay the mortgage debt. After the execution and recording of any such mortgage, the Buyer may, at his election, reduce the unpaid balance of the sale price hereunder to an amount equal to the unpaid balance of such mortgage debt and demand the warranty deed herein provided for and in such event the Seller shall immediately deliver to the Buyer such deed which, in such event, shall contain a clause whereby the grantee shall assume and agree to pay the indebtedness secured by the said mortgage. Such assumption of the mortgage debt shall in such event constitute final payment-hereunder.

Time is of the essence of this contract. In the event that the Buyer shall fail to perform any of the acts and/or fail to make any of the payments herein to be done or made by the Buyer, as specified herein, promptly and at the time stipulated therefor, and/or fail to execute, when requested by the Seller so to do, the further assurances provided for in the preceding paragraph, then all payments made hereunder prior to such default shall be retained by the Seller as and for damages for the use and occupancy of the premises to the date of default and Seller shall thereupon be relieved from all liability hereunder to the Buyer. Immediately upon default, and without demand or notice, the Buyer agrees that he will surrender to the Seller peaceable and immediate possession of said premises together with all improvements thereon. In the event of default and the failure of Buyer to surrender possession of said real estate as above provided the Seller may proceed in any action at law or in equity for the possession of said real estate and for damages for the withholding thereof and for waste or damage done thereto.

The buyer may make payments in excess of those stated herein or pay the entire unpaid balance at any time without penalty, with interest computed to date; Further conditions: Any and All to property shall meet city codes. No structures or additions will be erected without written consent of seller Buyer will take no action to create any kind of liens on property nor create any kind of financial hardship to seller of property. This contract cannot be assigned unless approved by sellers. First year Insurance policy to be paid by Buyer. Payment breakdown -- Purchase price = \$9,000.00 - 12% interest for 10 years. \$129.15 P.I., \$45.85 T.I. = \$175.00 per month Payments can be increased to cover increased taxes and insurance. Principle and interest will remain the same thru length of contract. The parties agree that the provisions of this respective heirs, successors and assigns in the same the benefit of themselves. apply to and inure to the benefit of their tent as such provisions bind, apply to and inure to IN WITNESS WHEREOF, the parties either personally of and delivered this agreement in duplicate counter-part each of which s d officers or agents have signed, sealed the day and year first above written. Ruy E Matty This Document is the property of the Lake County Reverse Lyero TRANSFER FORM FOR BUYER For value received In (we) hereby transfer and assign to. all my (our) right, title and interest in and to the foregoing Contract for the Sale of Real Estate. I (we) hereby accept the above assignment of the foregoing assume all the obligations of the second party herein. Contract for the Sale of Real Estate with all its conditions and Signed this .....day of...... CONSENT OF SELLER I (we) hereby consent to the above assignment of this Contract for the Sale of Real Estate. TRANSFER FORM FOR SELLER For value received, I (we) hereby transfer and assign to..... all my (our) right, title, and interest in and to the foregoing Contract for the Sale of Real Estate. I (we) hereby accept the above assignment of the foregoing Contract for the Sale of Real Estate with all its conditions and assume all the obligations of the first party therein. Signed this ....., 19.....,