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.

# CONTRACT FOR CONDITIONAL SOEDS SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between	DAVID'F. ADAMS	and CONNIE-S.
ADAMS! Husband and Wife		., (hereinafter called "Seller") and
EDDIE K. O'BRIAN' and MARY M. O'BRIAN'.	Husband and Wife	, (hereinafter called "Buyer"
WITNESSETH:   Seller hereby agrees to and does sell to Buyer, and Buyer hereby	agrees to and does purchase:	from Seller, the following describer
real estate (including, any, improvements now, or County, Indiana; (such real estate, including improvements, bein	hereafter located on it in	Gary, Lake
Mid Village Addition Lot 8; Block 2		· :
Common-address: 5738 West 25th Aven	ue, Gary, Lake Cou	nty, Indiana
		Jim 18
Docum	nent is	FILED FOR RECORD
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This Document is	the property of ty Recorder!	9 37 M 192
Section 1. The Purchase Price and Manner of Payment. 1.01. The Purchase Price. As the purchase price for the Real from Buyer the sum of		·
detellementale energia en	e e e e e e e e e e e e e e e e e e e	Dollars (\$ 12.500 '00' ')
1:02. The Manner of Payment. The purchase price shall be (a) The sum of Five thousand and no/100		Dollars (\$1.5,000,00
upon the execution and delivery of this Contract. The receipt of balance of the purchase price in the sum of Seven thou	f such sum is hereby acknowl sand five hundred s	ledged by Seller, leaving an unpaid and no/100
That amount, as it is reduced by payments and expenses of Buby payments and expenses of Seller properly made and incurrences.	vertoroperly credited under	Dollars (\$ 14,500.00 this Contract, and as it is increase
(h) The Hand Diversion Price shall been interest at the rate	a of ten per cent (10	0 %) per annum xooms streets
The Original Patential of the analytical Residence of the State of the		
(c) The Unpaid Purchase Price and interest on it shall be hundred twenty-five and no/100	paid in monthly installmen	Dollars (\$-225.001
hundred twenty-five and no/100  beginning.  July 1  month thereafter until  accrued but unpaid interest, shall be paid in full. Final pa	Subsequent installments show, 19'93', at which time yment, of \$5, 025, in	all be paid on the same day of eac the Unpaid Purchase Price, wit full due on 7/11/293.
(d) Buyer shall have a grace period of seven (7) days from the which to pay such installment. If such installment is not actual a sum equal to five per cent (5%) of such installment shall accurate	e aue aate of any installment It vreceived by Seller within th	required under this Contract with he grace period, then a late charge i
(e) Each installment received by Seller shall be applied: first such installment; and then to the reduction of the Unpaid Purcl and Buyer initial here N/A, in which case interest shall	t to accrued late charges, then hase Price. Interest shall be c	i to interest accrued to the due date computed monthly unless both Sell
(f) Each payment under this contract shall be sent to Selle Gary, Indiana 46406	er at the following address:	3771 Burr Street.
Section 2: Prepayment of Purchase Price.  2.01. Buyer shall have the privilege of paying without penalty required. It is agreed that no such prepayments, except payment the next succeeding computation of interest after such payment makes any payment that constitutes full payment of the Unpai	y, at any time, any sum or sur in full, shall stop the accrual c is made. Interest shall not a	ms in addition to the payments her of interest on the amount so paid ur
Section 3: Taxes, Assessments, insurance, and Conde 3.01. Taxes. Buyer agrees to assume and pay the taxes on the November 19.793, together with and Seller agrees to pay all taxes on the Real Estate due prior to se expense, may contest on behalf of the parties any changes in the be forwarded to Buyer, when received, a copy of all statements of the parties are contested.	mnation:  ne Real Estate beginning with  h all installments of real esta  id installment, Buyer, upon when he was a second walle of the Real E	ate taxes due and payable thereaft written notice to Seller, and at Buye istate. Seller shall forward or cause

other assessments or charges, to and including the date of this Contract.

3.03. Penalties. 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 3.

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 ten (10) days prior written notice to Seller. Buyer shall provide Seller with such proof of insurance coverage as Seller from time to 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 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.

splied, 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") 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 such 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 perform any act or make any payment required by him under this Contract; nor shall such 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 Seller is the Responsible Party.

(d) In the event a Nonresponsible Party makes any such payments or incurs any such costs and expenses, the amounts are added to, or applied to reduce the Unpaid Purchase Price.

3.06. Condemnation, From the date hereof, Buyer shall assume all risks of the Unpaid Purchase Price.

infully 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 tess of 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 Ruyer Shorid 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 Saller and applied as a reduction of the Unpaid Purchase Price. The authority and responsibility for regolation, 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 other applicable costs shall be deducted from the total proceeds to calculate the "net amount" and shall be allocated proportion at ly 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 July 1 , 19 192 ... After such possession date, Seller shall pay to Buyer Fifteen and Dollars (\$ 15.00) per day for each day Seller withholds posses no/100

Dollars (\$ 15.00)

Dolla no/100

crops. All other crops shall belong to Buyer.

Section 5. Evidence of Title.

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

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Angereks titlesinesinesinesinesias (strike one)

(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:

**ANXMENTAL HISTORY** 

An Owner's title insurance policy (strike one)

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.

## Section 6. Seller's Right to Mortgage the Real Estate.

6.01. Mortgage Loan. Without Buyer's consent and without obligation to Buyer except as set forth in this Section 6, Seller shall have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage(s) on the Real Estate (all instruments evidencing a loan(s) and a mortgage(s) securing it is hereinafter called "Loan"), provided that the terms of each loan do not conflict with the provisions of Section 6 or any other provision of this Contract. Seller shall pay each loan when due.

6.02. Provisions of Loan. Each Loan made by Seller shall:

(a) be in such principal amount that the aggregate principal balance of all Loans shall not exceed the Unpaid Purchase Price for the Real Estate;.

(b) have total periodic payments which do not exceed the periodic payments by Buyer under this Contract, and shall provide for the regular amortization rate of the principal of Seller's Loan, which exceeds the amortization rate of the Unpaid Burchase, Price of this Contract;

(c) provide for prepayment in full at Seller's option, whether with or without premium; at any time. 6.03. Notice of Loan. Contemporaneously with the execution of a Loan, Seller shall give Buyer written notice and inform Buyer in reasonable detail of the principal amount of the Loan, the name and address of the mortgagee, the installments payable under the Loan, and such other terms as Buyer may reasonably request. 6.04. Default of Loan: In the event of Seller's default of a Loan, Buyer shall have the right, on behalf of Seller, to make loan payments or to cure other defaults. Seller shall, upon written demand of Buyer, pay to Buyer the amount of any such payments and the costs incurred by Buyer in curing other defaults (including in such costs Buyer's attorney fees) plus interest at the rate under this Contract, interest on such amount or costs being computed from date of payment or incurring of such costs until paid. Buyer shall have the option to deduct the amount of such payments, costs, and interest from payments payable under this Contract. 6.05. Releases: Upon payment in full by Buyer of all amounts payable under this Contract, Seller shall pay in full all amounts payable under Loan(s) at the time outstanding and obtain and record, or cause to be recorded; a valid release of Loan(s) so paid. 16.06. Encumbrance. Seller represents that the Real Estate (is) (is not) encumbered with a Loan. If encumbered, Seller represents that the information regarding said Loan is as follows: (a) Name of lender \_\_N'/A-(b) Unpaid balance of Loan, Section 7. Assignment of Contract or Sale of Interest in Real Estate.

7.01t. 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) auch asa 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, iUse. The Real Estate (may) to 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 lenove 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 allowary mechanica laborers, material men, 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 arc, as of the date of this Contract. In good condition order, and repair, and Byver shall of 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 Bayer 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 enterland 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.

19.03. 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 fifteen (35) days to the less than seven (7) days to pay any payment. :(a) Failure by Buyer for a period of <u>fifteen</u> (35) days that 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 or 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 Biver of the adjustment, liquidation, extension or composition or arrange of debts of Buyer of for any other relief under any insolvency law relating to the relief of debtors; or, Buyer's assignment for ment of debts of Buyer of for any other relief under any inso 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.

9.04: Seller's Remedies. Upon the occurrence of an Event of Default, Seller shall elect his remedy under Subsection 9.041 or 9.042 (unless Subsection 9.043 is applicable).

8.041. Seller may declare this Contract forfeited and terminated, and upon such 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 eject Buyer 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 Buyer 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 Seller, whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under Subsection 9.041 (b) above;

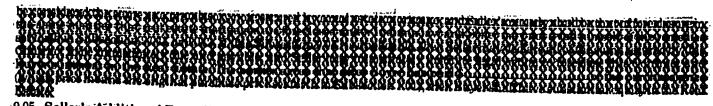
(d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract:

(e) premiums due and unpaid for insurance which Buyer is obligated to provide under this Contract;

(f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wenr and tear and acts of God or public authorities; and

(g) any other amounts which Buyer is obligated to pay under this Contract; or

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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.

Section 11: General Agreements.  11:01 This Contract shall blind, 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.  11:102: 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 dural.  11:04. A memorandum of this Contract may be recruited and shall be adequate in otice of the provisions of this Contract as though the entire instrument had been recorded.  11:05. Each party is entitled to recoverilis reasonable altoracy fees, costs, and expenses incurred by reason of enforcing his rights hereunder, including the expenses of propring any notice of delinquency, whether in not any legal action is instituted.  11:06. For purposes of listing the senior that the shall be a party shall be deeped to be the "fee titleholder" as this term is used in the Indiana Real Estate Lichest Laws.  11:07. The failure or omission of either period reduce 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.  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, shall be counted in the period.  Section 12:06. Seller agrees that no liens of this course
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; all .04. A memoraridum of this Contract may be recorded and stall the 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 up not any legal action is instituted; 11.06. For purposes of listing the scall listate for sale by Ruyer, Buyer shall be deemed to be the "fee titleholder" as this termis used in the Indiana Real Estate License Laws.  11.07. The failure or omission of either party to currect any of his right 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 rescribed in this Contract, the day of the actor event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period.  Section 12. Additional Convenants, Section 1.02 (b) The partiest agree that zero (0); interest shall of 1.109 in and the real terms of that Seller will be locally a financially responsible for main of 1.119 in and the real terms of the placed upon the real testate.
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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, shall be counted in the period.  Section, 12. Additional Convenants, Section 1.02(b) The partiest agree that zero (0) interest shall accrue from July 1, 1992 through July 1, 1993  Section 3.04 The parties agree that Seller will be legally a financially responsible for main of 1/1/03 and the real estate through 12/31/92 Buyer assumes this obligation as Section 6.06. Seller agrees that no liens of any kind will be placed upon the real estate.
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Section: 12. Additional Convenants: Section 1.02(b) The parties agree that zero (0) interest shall accrue from July 1.1993 through July 1.1993 Section 3.04. The parties agree that Seller will be legally a financially responsible for main of 1/1/93 and the real estate through 12/31/92. Buyer assumes this obligation as Section 6.06. Seller agrees that no liens of any kind will be placed upon the real estate.
Section 3.04. The parties arree that Seller will be legally a financially responsible for main of 1/1/93 and thereafter.  Section 6.06. Seller agrees that no liens of any kind will be placed upon the real estate.
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Value of the 12 19 B
DAVID F. ADAMS  SELLER WOLAND DIE K. O'BRIAN BUYER
Commis S. Delamo
CONNIE S., ADAMS SELLER MARY MOBRIAN BUYER
STATE OF INDIANA
COUNTY OF KORE SS:
Before me, a Notary Public in and for said County and State, on this day of Nout
personally appeared David F. Adams Connie S. Adams, Eddie K. O'Brian and
and acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his voluntary act and deed
WITNESS my hand and Notarial Seal.
Wandack 100daner
My commission expires: Wolary Public Resident of Robert County

M STATE OF ·SS: COUNTY OF

Before me, a Notary Public in and for said County and State, on thisduy of	3
personally appeared	
and acknowledged the execution of the charge and forested Contract Co. 201 1.0.1 Cm. 1.0.1	

WITNESS my hand and Notarial Seal:

Notary Public My commission expires: \_ Resident of \_

Mail/To:

PETER L. BENJAMIN This Instrument was prepared by . 1000 E. 80th Pl., Suite 514 South, Merrillville, IN 46410 rney at Law. COPYRIGHT ALLEN COUNTY INDIANA BAR ASSOCIATION (DEC. 82/REV, NOV. 87)

PURCHASE PRICE

\$12,500

DOWN: PAYMENT

\_5, 000°

BALANGE:

7, 500

11 MONTHLY PAYMENTS AT \$225 EACH OCUMENT IS

2, 475

FINAL PAYMENT DUE 7/1/93 FICIAL!

\$ 5, 025

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