



A. 1. This contract is entered into on the 11th of June 19 92 by Steve Cullig/Angela... 2. SELLER and Century 21 Heritage Realtors... 3. "Property" known as 3641 St. Andrews Court... 4. Winfield Township Lake County, State of Indiana... 5. described as: Lot#65-L Unit L-2 Lakes of the Four Seasons Lake County, IN

B. 7. TERM: This contract begins on the 11th day of June 19 92 and shall continue until 8. midnight on the 11th day of October 19 92 at which time it shall expire, unless extended by written agreement.

C. 9 EXCLUSIVE RIGHT TO SELL: In consideration of services to be performed, BROKER is hereby appointed as the SELLER'S agent with irrevocable and 10. exclusive right to sell the property, within the period for the price and terms stated herein

D. 11. PROFESSIONAL SERVICE FEE: As consideration for BROKER'S services, SELLER agrees to pay BROKER a fee of 6 % of gross sales price or 12. exchange, but not less than \$ 4,000 which shall be paid upon the occurrence of any of the following events: 13. At the time of closing the sale, when title to or an interest in the property is transferred to a Purchaser; or 14. At the time of default by SELLER if, at that time SELLER and Purchaser have entered into a fully executed, written Agreement to Purchase or 15. At the time BROKER procures a written offer to purchase from a Purchaser who is ready, willing, and able to purchase the property according to the terms 16. herein, but the SELLER refuses to accept the Agreement to Purchase; or 17. At the time SELLER sells the property to a Purchaser procured in whole or in part by the efforts of BROKER, a cooperating BROKER or the SELLER during 18. the terms of this contract, or if such sale occurs within 180 days after this contract expires; provided, however, this paragraph shall not apply if this 19. contract expires and the property is listed exclusively with another licensed BROKER.

E. 20. PRICE: SELLER offers the property for sale at a price of 169,900 ONE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED AND 00/100x Dollars (\$)

F. 22. FINANCING: Said property may be sold for cash or by any of the following financing methods circled: (Conventional) (Insured Conventional) (XXXXXX) 23. (XXXXXX) (XXXXXX) (XXXXXX) (XXXXXX) (XXXXXX) (XXXXXX) (XXXXXX) (XXXXXX) (XXXXXX) (XXXXXX)

24. SELLER shall pay discount points/service fees not to exceed 0 % of actual mortgage amount. In case of an assumption sale, SELLER 25. remains responsible for mortgage balance until it is paid in full unless he secures a release of liability.

G. 26. PROPERTY OFFERED FOR SALE: The above sales price includes the property and all improvements and fixtures permanently installed and affixed 27. thereto. The property is described in detail on the attached "Computer Profile Sheet".

H. 28. ITEMS TO BE EXCLUDED FROM SALE: (must be listed on Computer Profile Sheet) NONE -

I. 30. SELLER DISCLOSURES: 31. a. CONDITION OF PROPERTY: SELLER represents that to the best of his/her knowledge and belief, the property is structurally and mechanically sound, 32. and all equipment to be included in the sale is in good operating condition. SELLER agrees that maintaining the condition of the property and related 33. equipment is his/her responsibility during the period of this contract and/or until time of possession, whichever is later. 34. b. PROPERTY DEFECTS: SELLER discloses the following known defects: (Must be listed on Computer Profile Sheet) NONE -

J. 36. INDEMNITY: If a dispute arises at any time concerning the condition of the property, the structures, improvements permanently installed and affixed 37. thereto, property defects, including title defects, or health hazards, SELLER agrees to indemnify and hold harmless the BROKER, cooperating BROKER, 38. and/or Northwest Indiana Board of REALTORS, Inc. (NIBOR) from and against any liabilities, judgements, damages, expenses, costs, and/or attorney fees 39. which they may incur as a result of any such dispute.

K. 40. BROKER'S SERVICES: BROKER represents that he/she is a member of NIBOR and/or its Multiple Listing Service. BROKER agrees to make an earnest and 41. continued effort to sell the property in accordance with the terms and conditions of the contract. BROKER agrees to cooperate with all other BROKERS in 42. procuring or attempting to procure a Purchaser for the property. BROKER may advertise the property, place a "For Sale" sign on the premises, and remove 43. other signs. BROKER may disseminate the information on the listing, including methods of financing, to members of NIBOR, said Multiple Listing Service 44. and other member BROKERS. The price and terms of financing on a closed sale shall be disseminated to members of NIBOR, to other BROKERS upon 45. request, and shall be published in the NIBOR Sold Book.

L. 46. AUTHORITY TO OBTAIN MORTGAGE INFORMATION: SELLER hereby authorizes the lending institution to divulge all mortgage information to BROKER and 47. to provide copies of the note and mortgage, if requested.

M. 48. EARNEST MONEY: Earnest money, tendered with an accepted Agreement to Purchase, shall be deposited upon acceptance in LISTING BROKER'S 49. escrow account until the sale is closed. In the event the sale is not closed and if the earnest money is forfeited to SELLER, then BROKER shall be entitled 50. to retain up to the entire amount in payment of advertising and other expenses and for services rendered, but in no event shall the amount retained exceed 51. the amount of professional service fee had said sale been closed.

N. 52. OWNERSHIP AND TITLE INSURANCE: SELLER represents that he/she has the legal capacity to convey title to Property. Purchaser shall be furnished, at 53. SELLER'S expense, an OWNER'S policy of title insurance in the amount of the sales price, showing an insurable title to said Property in SELLER'S name 54. subject only to easements, taxes and restrictions of record. If title insurance is not to be used, then Purchaser shall be furnished, at SELLER'S expense, an 55. abstract of title continued to date, or a Torrens Title Certificate showing a marketable title to said property in SELLER'S name.

O. 56. FAIR HOUSING: This property shall be offered, shown and made available for sale to all persons without regard to race, color, religion, sex, national origin, 57. handicap or familial status, in accordance with State and Federal laws.

P. 58. RENT/LEASE: SELLER agrees not to rent or lease the property during the term of this contract without prior written notification to BROKER/SALESPERSON.

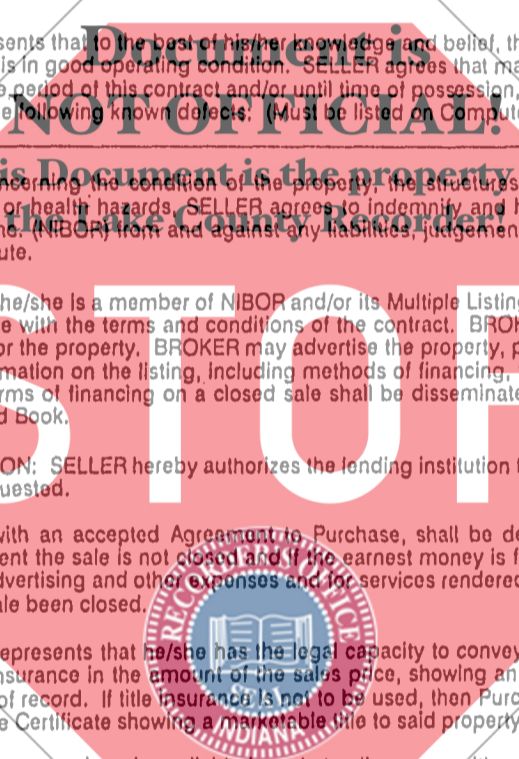
Q. 59. NO CONTROL OF PROFESSIONAL SERVICE FEES: Under the long established policy of NIBOR and the Multiple Listing Service, LISTING 60. BROKER/SALESPERSON'S fee for services rendered, in respect to any listing, is solely a matter between the BROKER/SALESPERSON and the SELLER 61. and is not fixed, controlled, suggested, recommended or maintained by NIBOR, the Multiple Listing Service or by any persons not a party to the contract. 62. The subagency compensation paid by the LISTING BROKER/SALESPERSON to a cooperating BROKER in respect to any listing is established by the 63. LISTING BROKER/SALESPERSON in his/her offer of subagency and is not fixed, controlled, suggested, recommended or maintained by NIBOR, the 64. Multiple Listing Service or by any person other than the LISTING BROKER/SALESPERSON.

R. 65. POSSESSION: Possession to be given on or before 30 Days after Close and subject to rights of tenants, if any.

S. 66. FURTHER CONDITIONS: If said property is sold by Chris Lozanovski the broker's fee is 67. to be 5% of the gross sales price. If any agent from Century 21 Heritage sells 68. this property the brokers fee is to be 4% of the gross sales price. 69.

T. 70. SELLER ACKNOWLEDGES THAT: 71. He/she has read and understands the contract and the attached "Computer Profile Sheet". 72. This contract contains the entire agreement of the parties and cannot be changed except by their written consent. 73. No other agreements or conditions exist other than as set forth herein. 74. This contract is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. 75. He/she has been given a good faith written estimate of selling expenses. 76. He/she has received a copy of this contract. 77. If it becomes necessary for the BROKER to retain an attorney or initiate any legal proceedings in order to secure payment of the aforesaid professional 78. service fee, then, in addition to all other sums to which the BROKER may be entitled to recover, the BROKER shall also be entitled to recover court costs 79. and interest at 8% per annum, and reasonable attorney fees. 80. SELLER agrees to keep the BROKER advised of his/her address and telephone number or an address and telephone number where he/she may be 81. reached within 24 hours by the BROKER at all times during the term of this contract. 82. It is understood that BROKER is relying on all information provided by SELLER pertaining to this listing contract. SELLER hereby agrees that BROKER 83. may disclose all information pertaining to this listing contract to any and all parties connected with this transaction.

Century 21 Heritage Realtors 738-2455 X Steve Cullig 262-1514
Company Name Phone # Seller
16 W. Lincoln Highway Seller
Street Address Merrillville, IN 46410 Phone #
City: Chicago 988-4568 State Mailing Address Zip Code
Salesperson/Agent Chris Lozanovski Home Phone # Accepted by: Broker Date



ROBERT RECORDS
MAY 7 2 59 PM '92
FILED FOR RECORDS
STATE OF INDIANA



Date: Oct 9, 1992

A. 1. Purchaser agrees to purchase the real estate (the "Property") known as 3541 St. Andrews Ct LOFS City/Town which is
2. in North Township, Lake County, State of Indiana, Zip Code _____
3. legally described as:
4. Lot 2 in 605-L Unit E-2 LOFS Lake County
5. _____
6. in accordance with the terms and conditions set forth below;

B. 7. PURCHASE PRICE: Purchaser agrees to pay One Hundred Sixty-Five Thousand Dollars (\$ _____)
8. (\$ 165,000.00) for above Property

C. 9. EARNEST MONEY: One Thousand (at time of acceptance of offer) Dollars (\$ 1,000.00)
10. deposited in the LISTING BROKER'S escrow account upon acceptance to be applied to purchase price at closing or as hereafter set out. Balance of
11. purchase price shall be payable in accordance with Paragraph(s) F-2,9 below and further conditions as set forth.

D. 12. METHOD OF PAYMENT:
13. CASH: The entire purchase price shall be paid in cash at the time of closing the transaction. No financing is required.

E. 14. ASSUMPTION: Purchaser shall pay approximately _____ Dollars (\$ _____)
15. in cash and agree to pay the unpaid balance of the note and to perform the provisions of the existing mortgage on the Property held by
16. _____ Seller represents that the unpaid principal balance is approximately
17. _____ Dollars (\$ _____)
18. in the amount of _____ including interest at the rate of _____ % per annum, and also including taxes (insurance) (mortgage insurance). The exact
19. balance including interest shall be computed through day of closing. Purchaser shall pay the next payment due after closing. If the existing mortgage
20. cannot be assumed by Purchaser at the interest rate as shown above, Purchaser hereby agrees to accept an interest rate not to exceed
21. _____ per annum and if this is not available, at Purchaser's option, this Agreement may be terminated. Purchaser agrees to reimburse Seller for any escrow
22. account balance at time of closing the transaction. Purchaser agrees to pay any transfer and/or assumption fees required by the mortgagee.

F. 23. CASH AND NEW MORTGAGE: The purchase price shall be paid in cash at the time of closing the transaction upon delivery of a general warranty deed
24. Completion of this transaction shall be contingent upon Purchaser's ability to obtain a conventional (insured conventional) (FHA) (VA) (1st) mortgage;
25. loan upon said real estate in the amount of One Hundred Thirty-Five Thousand (\$ 135,000.00)
26. Purchaser shall pay all costs of obtaining financing, except Seller shall pay any applicable discount points/service fees not to exceed 2.5% of actual
27. mortgage amount.

G. 28. SALE BY CONTRACT: A down payment at closing of _____ Dollars (\$ _____)
29. of which the earnest money is a part, and at that time Purchaser and Seller shall execute a conditional sales contract for the real estate for the balance of
30. the purchase price in the amount of _____ Dollars (\$ _____)
31. Monthly payment shall be _____ Dollars (\$ _____)
32. which includes: principal and interest on the unpaid balance at _____ % per annum plus 1/2 of annual taxes and insurance. First payment shall be
33. due on _____ (these shall/ shall not) be a prepayment penalty for early payoff. The conditions
34. sales contract is to be prepared at (Seller's) (Purchaser's) expense. Upon payment in full Seller shall deliver a general warranty deed to Purchaser.

H. 35. TIME FOR OBTAINING FINANCING: Purchaser agrees to make application or applications for any financing necessary to complete this transaction, or for
36. approval to assume the unpaid balance of the existing mortgage within _____ days after the acceptance of the Purchase Agreement, and to make a
37. diligent effort to obtain financing in cooperation with the Broker and Seller. No more than 45 days after the acceptance of this Purchase
38. Agreement shall be allowed for obtaining financing. Commitment or conditional approval of mortgage assumption. If commitment or approval is
39. not obtained within the time specified above, the Agreement shall then terminate unless an extension of time for this purpose is granted in writing by
40. Seller and accepted by Purchaser. If this agreement terminates due to the Purchaser's inability to obtain financing or if the existing mortgage cannot be
41. assumed by Purchaser at the interest rate shown above, the earnest money deposit shall be refunded to Purchaser without delay.

I. 42. FURTHER CONDITIONS: Termite inspection to be done at sellers expense
43. _____
44. _____
45. _____

J. 46. ADDITIONAL PERSONAL PROPERTY now on the premises and listed as follows is included in the sale and shall be fully paid for by Seller and warranted
47. free of claims or liens as of closing date. Seller shall provide a bill of sale for said items at closing. Window treatments
48. in living room, Dining Room and rear sliding door in Bedroom

K. 49. CLOSING DATE: shall be within 10 days after mortgage proceeds are ready to be paid out in case of a Paragraph F sale.
50. In the case of Paragraphs D, E, and G sale, closing shall be on or before _____ 19 _____. Reasonable extension
51. of time shall be allowed for correcting defects in title.

L. 52. POSSESSION: Seller agrees to surrender possession of the premises on or before 10 days after closing
53. during such time as Seller remains in possession after closing, they shall be responsible for their own heat and utilities and in addition thereto shall pay to
54. the Purchaser the sum of thirty-two Dollars (\$ 32.00) per
55. day as a charge for use and occupancy of said premises.
56. Failure of Seller to surrender possession as specified shall not make the Seller a tenant of Purchaser, but in such event Seller shall then be obligated to
57. pay Purchaser Sixty-Four Dollars (\$ 64.00) per day as liquidated
58. damages for each day Seller holds over, and this provision shall not deprive Purchaser of any other legal or equitable remedy available under the law. To
59. enforce this possession agreement, the Seller shall deposit with Seller's agent from the proceeds of the sale the sum of
60. One Thousand Dollars (\$ 1,000.00) and to pay therefrom all monies due
Purchaser for use, occupancy and/or liquidated damages; the balance if any then to be refunded to the Seller.

M. 61. SURVEY: Purchaser shall receive a satisfactory (staked) (unstaked) mortgage plat of survey of the Real Estate, certified as of a current date showing the
62. location of all improvements and easements located thereon unless specifically waived. Seller (shall) (shall not) be required to furnish such mortgage
63. plat of survey at his/her expense.

N. 64. EARNEST MONEY RECEIPT: The undersigned Listing Broker and/or Selling Broker hereby acknowledges the receipt of the earnest money payment of:
65. One Thousand Dollars (\$ 1,000.00) from Purchaser(s) by
66. Check _____ Cash _____ Other _____

67. Selling Broker/Agent _____ Date _____ Listing Broker/Agent _____ (Earnest Money Received) _____ Date _____

68. THE FURTHER PROVISIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN BY REFERENCE AND ARE APPROVED BY PARTIES
69. INITIALING BELOW. No verbal agreements shall bind the parties. The heirs and personal representatives of the parties are hereby bound and no
70. assignment of this accepted offer shall be permitted by Purchaser or Seller without the prior written consent of the other.

71. K DLF Purchaser's Initials DAVID L. FILKO Purchaser's Printed Name
72. _____ Purchaser's Initials _____ Purchaser's Printed Name _____ Mailing Address _____
73. SEL Seller's Initials CULIG STEVE Seller's Printed Name _____ Mailing Address _____
74. A C Seller's Initials CULIG ANGELA Seller's Printed Name _____ Mailing Address _____
75. _____ Seller's Initials _____ Seller's Printed Name _____ Mailing Address _____

76. EXPIRATION AND APPROVAL: This Purchase Agreement is void if not accepted in writing on or before 12:00 (AM) (PM) (Noon) (Midnight)
77. Oct 11 19 92. The undersigned Purchaser has read, understands and hereby approves the foregoing
78. Purchase Agreement and acknowledges receipt of a signed copy thereof.
79. [Signature] Purchaser's Signature 10/9/92 Date Purchaser's Signature _____ Date _____

80. ACCEPTANCE BY SELLER: The above Purchase Agreement is hereby accepted at 6:45 O'clock (AM) (PM) (Noon) (Midnight) this
81. 11th day of OCTOBER 19 92. The undersigned hereby agrees to sell and convey the above
Steve Culig 10-10-92 Angela Culig 10-10-92
SELLER DATE SELLER DATE
ALL SO P.O.A. FOR - MARK CULIG

FURTHER PROVISIONS

86. EARNEST MONEY DISBURSEMENT:

87. Earnest money deposit shall be returned to purchaser without delay in the event this agreement is not accepted by Seller. If this agreement is accepted, 88. earnest money shall be applied to purchase price at closing. All money paid herewith shall be held by listing Broker in his/her escrow account. In the event 89. of the Purchaser's breach, earnest money shall be applied toward liquidated damages as stated below. After payment in full of Broker's and Seller's 90. damages, all parties shall be mutually released. In the event Seller's damages are not paid in full, this provision shall not preclude the Seller from asserting 91. any other legal remedy he may have, including the right to sue for specific performance.

92. DEFAULT OR FORFEITURE:

93. If this offer is accepted by Seller, and without legal cause Purchaser fails or refuses to carry out this agreement, Purchaser shall pay as liquidated damages 94. for breach of contract the following: to the Broker the sum of the professional service fee that would have been earned had the sale been completed plus 95. any disbursements, and to the Seller an amount equal to ten percent (10%) of the purchase price. Seller and Broker may sue separately for their respective 96. sums, to which may be added reasonable attorney's fees and costs of collection therefrom and interest at eight percent (8%) per annum without relief from 97. valuation or appraisal laws. In the event both Purchaser and Seller each breach the accepted offer and fail or refuse to close, or in the event they 98. mutually agree not to close or to rescind this accepted offer, both shall be jointly and severally liable to Broker for the professional service fee that would 99. have been earned had the sale been consummated, together with reasonable attorney's fees, costs, and interest at eight percent (8%) per annum, without 100. relief from valuation or appraisal laws.

101. PURCHASER'S REMEDIES:

102. In the event Seller breaches the accepted offer and fails or refuses to close, Purchaser shall be entitled to sue Seller either for specific performance, 103. rescission or for damages, the Broker shall only be liable to Purchaser for return of the earnest money deposit; and Seller shall be liable to Broker for the 104. professional service fee Broker would have earned had the sale been consummated. Any judgement recovered shall include reasonable attorney's fees, 105. costs and interest at eight percent (8%) and shall be without relief from valuation or appraisal laws.

106. CONDITION:

107. The property has been inspected and accepted by the Purchaser "as is" in its present condition and shall be delivered in such present condition to Purchaser 108. at the time of possession. All risks of ownership and loss, whether by fire, vandalism, theft, casualty or otherwise shall belong to Seller until closing date as 109. well as all rights of Seller's insurance. In the event there is any damage to the property which has not been restored prior to closing, Purchaser shall have 110. the right to rescind this agreement or to complete the sale and have the insurance proceeds on account of such damage applied against the purchase 111. price (or if no proceeds have been collected by closing, Purchaser may at his option take an assignment of Seller's right to collect such proceeds). 112. Purchaser is relying entirely upon his own examination to determine Property's condition and Purchaser hereby releases the Seller, Brokers, REALTOR(S) 113. and sales people herein from any and all liability relating to any defect or deficiency affecting said real estate, which release shall survive the closing of the 114. transaction.

115. IMPROVEMENTS:

116. The above sales price includes all improvements permanently installed and affixed, such as, but not limited to, electrical and/or gas fixtures, heating 117. equipment and all attachments thereto, central air conditioning, built in kitchen equipment, hot water equipment, hot water heaters, incinerators, window 118. shades, curtain rods, drapery poles and fixtures, television antennae, lighting fixtures and their shades, venetian blinds, window screens, screen doors, 119. storm windows, storm doors, linoleum, laundry tubs, well pump, sump pumps, pressure tank, awnings, shrubbery, plants, trees, garage door opener and 120. remote control(s) and all articles which are attached or built in, the removal of which would leave the premises in an incomplete or unfurnished condition as 121. to exterior or interior decorating or external or internal appearance, and shall be delivered in its present condition, free from all liens or encumbrances, 122. except as above or hereinafter provided. Acceptance of this offer shall constitute a warranty that all of said accessories and appliances included herein are 123. fully paid for, or will be fully paid for by seller prior to closing of this sale.

124. TAXES, ASSESSMENTS AND PRO-RATIONS:

125. Real property taxes and personal property taxes (if applicable) shall be pro-rated as of the day of closing unless otherwise herein provided. That is to say, 126. Seller shall be charged with and pay taxes on the real estate and improvements and personal property (if applicable) covered by this offer that are payable 127. in the current year and for that portion of taxes payable the following year calculated as of the date of closing, and Purchaser shall pay all taxes subsequent 128. thereto. Pro-ration shall be on the basis of the current tax rate and assessed valuation as of the day of closing and shall be done on a calendar year basis. 129. Seller shall be charged with and shall pay all assessments for municipal improvements becoming a lien after the acceptance of this offer including all 130. unpaid installments thereof for public improvements that either were commenced to be installed or were installed prior to the date of Purchaser's written 131. agreement; and any other such assessments shall be Purchaser's obligation. Rents, water and sewer charges and interest on assumed mortgage 132. indebtedness, if any, shall be pro-rated as of the date of closing unless otherwise herein provided. Security deposits, if any, shall be transferred to the 133. Purchaser. Seller will notify tenants of transfer of security deposit by certified mail.

134. INSURANCE:

135. It is the Purchaser's responsibility to provide insurance coverage as of the day of closing.

136. FLOOD INSURANCE:

137. If it is determined that this real estate is located in a flood plain area, and if flood insurance is required by the lender, then Purchaser hereby agrees to 138. provide such required insurance.

139. SELLER'S TITLE:

140. Seller, at his/her expense, shall furnish Purchaser as soon as same can be prepared a binder for an owner's policy of title insurance issued by a title 141. insurance company in which they shall agree to insure merchantable title in the name of Purchaser after delivery of a deed to Purchaser from Seller. Such 142. title insurance policy shall insure title for the full amount of the Purchase price and shall show the real estate to be free and clear of all liens, rights to the 143. liens and encumbrances except as stated otherwise in this offer, subject only to current property taxes and such easements and restrictions of record as do 144. not prevent Purchaser from utilizing the property for the primary use for which same was purchased. Title evidence shall be furnished at least five (5) days 145. before closing. Seller warrants the improvements are located entirely within the lot lines and that there are no encroachments from adjoining property. If 146. applicable, a Torrens Certificate of Title and Tax Search may be provided by Seller instead of Title Insurance. In the event of a Contract Sale, Seller shall 147. provide evidence of title at time of closing or shall deliver said binder for title insurance upon delivery of General Warranty Deed.

148. FHA OR VA APPRAISALS:

149. In the event of a FHA or VA sale, it is expressly agreed that notwithstanding any other provisions of this agreement, the Purchaser shall not be obligated to 150. complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise if the purchase price 151. herein exceeds the appraised value for mortgage purposes established by FHA in the case of a FHA sale or the reasonable value established by the 152. Veterans Administration in the case of a VA sale. Purchaser agrees to pay the fee for FHA appraisal or VA Certificate of Reasonable Value. The Purchaser 153. shall, however, have the privilege and option of proceeding with the consummation of this agreement without regard to the amount of the FHA appraisal or 154. VA Certificate of Reasonable Value.

155. ACKNOWLEDGEMENTS:

156. The Purchaser hereby acknowledges that, unless otherwise agreed, the Selling Broker, including a Listing Broker selling his/her own listing, is exclusively 157. the agent of the Seller and not the agent of the Purchaser; however, the Selling Broker is under a duty to treat all parties in a transaction fairly.

158. IT IS MUTUALLY AGREED:

159. Delivery of a photocopied or electronically transmitted copy of a signed acceptance or counter-offer constitutes sufficient delivery of notice thereof.

