

1020 State St.

Hobart
→ 46342

93035267

LAND CONTRACT

THIS CONTRACT, made and entered into by and between DALLAS C. ECKERT (hereinafter called "Seller"), and SUSANO AVILA (hereinafter called "Buyer"),

W I T N E S S E T H:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate (including improvements now or hereafter located on it) in Lake County, Indiana, (such real estate, including improvements), being hereafter called the "Real Estate":

Lot 1, Block 1, Oak Grove, in the City of Hammond, as shown in Plat Book 20, page 7, in Lake County, Indiana. Key No. 26-35-165-0001. Commonly known as: 7351 Chestnut Street, Hammond, Indiana.

RECORDED
JUN 1 10 14 AM '93

STATE OF INDIANA/S.S.M.O.
LAKE COUNTY
FILED FOR RECORD

Purchase Price and Manner of Payment.

As the purchase price for the real estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of eighteen thousand five hundred (\$18,500.00) dollars.

The purchase price shall be paid in an initial payment of five thousand dollars (\$5,000.00) of which Seller acknowledges receipt. The balance of the purchase price and interest on it shall be paid in one hundred twenty (120) monthly installments in the amount of one hundred seventy-eight dollars and forty-one cents (\$178.41) for principal and interest plus forty-eight dollars and sixty-seven cents (\$48.67) for property taxes for a total of two hundred twenty-seven dollars and eight cents (\$227.08) commencing September 1, 1990. Subsequent installments shall be paid on the same day of each month thereafter until the unpaid purchase price has been paid in full.

The unpaid purchase price shall bear interest at the rate of ten per cent (10%). Interest at such rate shall begin to accrue from the date of this Contract, or from the date payment is made and costs and expenses incurred by Seller are added to the unpaid purchase price pursuant to this Contract as may be applicable. There will be a ten (10) day grace period for monthly payments with a ten dollar (\$10.00) late fee on late payments.

Each installment received by Seller shall be applied: first to accrued late charges, then to interest accrued to the due date of such installment, and then to the reduction of the unpaid purchase price. Interest shall be computed in advance.

Each payment under this Contract shall be sent to the Seller at the following address: 1020 State Street, Hobart, Indiana 46342, or such other address as Seller shall designate in writing.

Prepayment of 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 the date on which Buyer makes any payment that constitutes full payment on the unpaid purchase price.

FILED

JUN 1 1993

Ann N. Antons
AUDITOR LAKE COUNTY

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Taxes, Assessments, Insurance and Condemnation.

Buyer agrees to assume and pay all installments of real estate taxes payable after the execution of this Contract. Seller shall forward or cause to be forwarded to Buyer, when received, a copy of all statements for taxes and any assessments on the Real Estate which are payable by Buyer hereunder; and Buyer shall provide to Seller, upon request, evidence of payment of such taxes and assessments within ten (10) days after the due date of said taxes.

Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, prior to the date of this Contract and after the date of this Contract, are assessed or charged to the Real Estate.

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;

(b) Obtain standard liability insurance with coverages in the amounts that are not less than fifty thousand dollars (\$50,000.00) per person and not less than one hundred thousand dollars (\$100,000.00) per occurrence;

(c) Pay premiums on such insurance property as they become due. Such policies in 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 respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without at least ten (10) days prior written notice to Seller. Buyer shall provide Seller with such proof of insurance coverage as Seller from time to time shall reasonably request. Except as otherwise agreed in writing, any insurance proceeds received as payment for any loss of, or damage to, the Real Estate and personal property 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 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 Seller's option, toward prepayment of the Unpaid Purchase Price, with any excess to be paid to Buyer.

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 "Non-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 payment required of the Responsible Party under the terms of this Contract.

(b) The exercise of any such right by a Nonresponsible Party shall not constitute a release of any obligation of the Responsible Party under this Contract 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.

(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 with thirty (30) days after written demand therefor; (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) In the event a Nonresponsible Party makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the rate of eight and a half per cent (8½%) per annum, from the respective dates of making the same, until paid in full, or to the date such amounts are added to, or applied against, the Unpaid Purchase Price.

Condemnation.

From the date hereof, Buyer shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Real Estate for public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Contract by Buyer. Should all or any part of the Real Estate or Personal Property 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 the Buyer, and the net amount received for the Real Estate and Personal Property value shall be paid to Seller and applied as a reduction of the Unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall be the 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 proportionately between the amount determined as damages and the amount determined for value of the Real Estate and Personal Property. If no determination is made of separate amounts for damages and Real Estate and Personal Property 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.

Possession.

It is agreed by the parties that the Buyer will assume possession immediately.

Evidence of Title.

Seller executes a Warranty Deed upon execution of the Contract. Said Deed to be held by Seller and upon payment of all amounts due and owing upon this Contract, Seller will convey Deed to Buyer.

Seller's Right to Mortgage the Real Estate.

Mortgage Loan. Without Buyer's consent and without obligation to Buyer except as set forth in this section, 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 this section or any other provision of this Contract. Seller shall pay each loan when due.

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 Purchase Price of this Contract;

(c) Provide for prepayment in full at Seller's option, whether with or without premium, at any time.

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.

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.

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.

Assignment of Contract or Sale of Interest in Real Estate.

Buyer may not sell or assign this Contract, Buyer's interest therein or Buyer's interest in the real estate.

Use of the Real Estate by Buyer; Seller's Right to Inspection.

Use. The real estate may be used for any legal purpose by Buyer as he sees fit.

Improvements. 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. Buyer shall not create or allow any mechanics, laborers, materialmen, 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 are, as of the date of this Contract, in good condition, order and repair, and Buyer shall, at 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. Buyer 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.

Inspection. Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

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 and shall hold the Seller harmless therefrom.

Buyer's Default and Seller's Remedies.

Time. Time is of the essence of this Contract.

Buyer's Default. The following shall each constitute an Event of Default for purposes of this Contract:

- (a) Failure by Buyer for a period of thirty (30) 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 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 their inability to pay their 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.

Seller's Remedies. Upon the occurrence of an Event of Default, then 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 them. 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 date of this Contract until judgment or possession is recovered by Seller, whichever shall occur first;

(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 wear and tear and acts of God or public authorities; and

(g) Any other amounts which Buyer is obligated to pay under this Contract, or Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same. When all of such sums are paid to Seller, Seller shall convey or cause to be conveyed to Buyer, by Warranty Deed, the 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 obligation.

(h) In the event Buyer 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 Seller's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law, and Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate. The parties agree that after Buyer has paid thirteen thousand seven hundred fifty dollars (\$13,750.00) of the purchase price, then Buyer shall have a substantial equity in the Real Estate.

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 its 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 appraisal laws.

Seller's Default and Buyer's Remedies.

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.

If, after seven (7) days notice from Buyer, Seller fails to make any payment required of them under this Contract, or to perform or observe any other or their covenant or agreements, Buyer shall be entitled to institute legal action against Seller for such relief as may be available at law or in equity. Nothing in this subsection shall interfere with or affect Buyer's right to any reduction, setoff or credit to which Buyer may be entitled in the event of Seller's failure to pay amounts required of them pursuant to this Contract.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract this 20th day of July, 1990.

Dallas C. Eckert *Susano Avila*
DALLAS C. ECKERT, Seller SUSANO AVILA, Buyer

