

93052578

# REAL ESTATE CONTRACT

**This Agreement** Made between **Leslie Ann Yzaguirre**

party of the first part, and **Daisy & Henry L. Miller**

party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the money to be paid, and the covenants as herewith expressed to be performed and fulfilled by the party of the second part (the payment of said money and the prompt performance of said covenants being a condition precedent, and time of the essence of said condition) hereby agree, upon such payments and performance of covenants, to sell to the said party of the second part the real estate hereinafter described, situated in

Lake County, in the State of Indiana, and described as follows, to-wit:  
Fifth South Broadway Edition, Lot 11, Block  
Key #47-81-11

Commonly Known As: 3821 Adams Street  
Gary, Indiana

**FILED**

AUG 11 1998

*Anna N. Anton*

And the said party of the second part, in consideration thereof, hereby agrees to pay to the said party of the first part at 608 W. 5th Ave., Gary, IN 46402, Indiana, the sum of eighteen thousand (\$18,000.00)

at the time and in the manner following, to-wit:

\$3,000.00

DOLLARS cash at the time of making this contract, receipt of which is hereby acknowledged,

and the sum of fifteen thousand (\$15,000.00)

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on the first day of each month, hereafter until the whole remaining purchase money shall be paid in full. Without any relief whatever from valuation or appraisal laws, with attorneys fees and interest at the rate of ten per cent per annum on the amount of principal remaining due on the day of July, 1998 and July 1, 1998 last preceding. The amount of said interest, however, shall be deducted from the amount of said payments, unless herein otherwise provided, and the balance of said payments shall be applied to the reduction of said unpaid balance. It being agreed and understood that any acceptance by first party of payments after the same mature hereunder shall not operate as an extension of time for other payments hereunder, and shall in no manner alter the strict terms hereof. It is agreed that second party may pay the entire unpaid balance of the purchase price hereunder at any time.

And the said party of the second part further agrees that he will faithfully keep an insurance on said property in the name of said first party, in some company to be approved by said first party, indorsed, loss, if any payable to the first and second parties as their interest may appear, in the sum of \$ 18,000.00 fire insurance and \$ 18,000.00

tornado insurance, and in due season, pay all taxes and assessments for all purposes and of all kinds whatsoever, levied and assessed upon said real estate or upon this contract, which became a lien during the year payable in the year and which may thereafter become due, including penalties and interest; and in case the said party of the second part shall fail to keep and pay for such insurance, to pay any or all such taxes and assessments whenever and as soon as the same shall become due and payable, and the said party of the first part shall at any time provide, pay, or cause the same to be paid; the amount so paid by the party of the first part, including all penalties allowed and charged by law in addition to such insurance premiums, taxes and assessments, shall with 8 per cent interest thereon become an additional consideration to be paid by the party of the second part for the real estate hereby agreed to be sold.

The party of the second part does hereby irrevocably consent that party of the first part may at any time during the life of this contract, mortgage and encumber the real estate for an amount not to exceed the balance due hereunder at the time of making such mortgage. Whenever the unpaid balance due on this contract is reduced so that it is possible so to do, the Second Party agrees to borrow a sufficient sum of money to pay in full to the First Party said unpaid balance, including interest at the rate aforesaid, then unpaid, on this contract, at the time of procuring and receiving such loan.

And the said party of the first part further covenants and agrees with the party of the second part, that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the said party of the second part of all his covenants and agreements herein made, that they, the said party of the first part, will convey or cause to be conveyed to the said party of the second part, by Warranty Deed, the above described real estate subject to all taxes and special assessments and to all the other conditions herein provided. At such time, said first party shall furnish said second party with a merchantable abstract showing marketable title, subject to the conditions herein contained, in said first party, or in the party making conveyance to said second party.

The First Party shall have the right, at any time, to enter upon and in said premises for the purpose of inspecting the same.

The Second Party shall not assign or transfer this contract of sale, let or sublet said real estate or any part thereof, remove any improvements of any kind or character, or make any alterations, without the written consent of the First Party. This provision shall apply both to improvements now on the premises and to improvements that may be placed thereon.

Provided always that these presents are upon the condition that in case of the failure of the said party of the second part, his heirs, executors, administrators or assigns in the performance of all or either of the covenants and promises on his part to be performed and fulfilled, the said party of the first part, their successors, assigns or legal representatives, shall have the right to declare this contract forfeited and void, and thereupon to recover all the installments due and unpaid, together with interest thereon, as rent for the use and occupation of said real estate, and to take possession thereof, and to regard the person, or persons, in possession on such termination of the contract, as tenants holding over without permission (if that should be necessary to gain prompt possession of said real estate) and to recover all damages sustained by such holding over without permission or by means of any waste committed or suffered on said real estate, and thereupon all interest of said second party in and to the above described premises shall cease and terminate, and said first party shall retain all the money which may have been paid by second party, as well as any improvements or additions to the real estate, as rent for the use of said property by said second party until the time of such forfeiture.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this

day of

*Henry Miller* (SEAL)  
*Daisy Miller* (SEAL)

RECORDED  
AUG 11 1998

This document prepared by

*Leslie A. Yzaguirre, Seller*

007008.00

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 10th  
day of July, 1998, came

....., and acknowledged the execution of the foregoing instrument:  
Witness my hand and official seal.

My Commission expires 1/21/97 Resident of Lake County  
Notary Public

NOTE:

ONE ATTACHMENT



**Real Estate Contract**

Leslie Ann Yzaguirre

Party of the First

Daisy Miller

Henry L. Miller

Party of the Second Part

Plus one Attachment

CERTIFIED LEGAL FORMS, INC. PO BOX 18 POMPANO BEACH, FL 33061



ATTACHMENT I:

The purchaser promises and agrees to pay to the seller the sum of eighteen thousand (\$18,000.00) dollars, together with interest on the principal, from time to time remaining unpaid, at the rate of ten (10) percent, per annum, with attorney fees and without relief from valuation and appraisal laws.

Purchaser agrees to pay the purchase price in the following manner to wit:

The sum of three thousand (\$3,000.00) dollars, contemporaneously with the execution of this contract, the receipt of which is hereby acknowledged, and the balance of fifteen thousand (\$15,000.00) dollars by paying the sum of three hundred eighteen and seventeen (\$318.17) dollars each calendar month beginning on the first day of each month thereafter until the remaining balance of said purchase price, interest and taxes have been paid in full.

The actual payment of taxes, assessments shall be made as follows:

1/12 of yearly taxes to be included with payment each month.

Total payment due monthly being three hundred ninety nine and forty nine (\$399.49) dollars.

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In case of failure of the purchaser to make any of the payments as they become due, or any part thereof, or perform any of purchasers covenants, this contract shall, at the option of the seller, be terminated, and all payments heretofore made shall be retained by the seller for the use of the premises, and seller shall have the right to re-enter and take possession of the premises aforesaid, or the seller may sue and recover all said purchase money which, at the option of the seller, shall become immediately due and payable. All remedies are subject to the laws, statutes and legal decisions in effect in the State of Indiana, including the right to appoint a receiver to protect the rights of the seller. Any remedies reserved to the seller by this paragraph shall not be construed to deprive the seller of any rights, powers or remedies otherwise given by law or equity. All sums payable hereunder are payable with attorney fees, without relief from valuation or appraisal laws. The failure or omission of the seller to enforce his rights upon any breach of the terms or conditions of this agreement shall not bar or abridge his rights upon any subsequent default. Before the seller shall take legal action to cancel this contract, he shall first serve on the purchaser written notice of the default complained of by US Certified Mail, addressed to the purchaser at 104 E. 155th St., Harvey, ILL 60426. The purchaser shall have fifteen (15) from the posting of said notice to correct said default, provided, however, (5) five days notice shall be required for the purchaser's default in payment of any monies agreed to be paid by the purchaser herein.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names:

Leslie A. Zagare Seller  
7-10-93 Date

Howard Danz Miller Purchaser  
7-10-93 Date