

93056379 CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered by and between JUAN DE JESUS LEON and CARMEN DE JESUS LEON (hereinafter called "Seller") and DANIEL AVILES and WILMA MINIZ AVILES, (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 described real estate, in Gary, Lake County, Indiana, (such real estate, hereinafter called the "Real Estate"):

Lot 5 in Block 118 in Gary Land Company's First Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 6, Page 15, in the Office of the Recorder of Lake County, Indiana.

FILED

Commonly known as: 361 Jackson Street, Gary, Indiana.

AUG 24 1993

upon the following covenants, terms and conditions:

Alex N. Anton
AUDITOR LAKE COUNTY

I

The Purchase Price and Manner of Payment

1. **The Purchase Price.** As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of ten thousand dollars (\$10,000.00).

2. **The Manner of Payment.** The purchase price shall be paid in the following manner:

(a) The sum of three hundred thirteen dollars and twenty-six cents (\$313.26) to be paid by Buyer to Seller at the time of the execution and delivery of this contract, and the receipt of such sum is hereby acknowledged by Seller.

(b) The balance of nine thousand six hundred eighty-six dollars and seventy-four cents (\$9,686.74) shall be paid in monthly installments, beginning September 1, 1993, and on the 1st of each month thereafter, in the sum of three hundred thirteen dollars and twenty six cents (\$313.26) each month for a period of thirty-five (35) months.

(c) The unpaid balance of the purchase price shall bear interest at the rate of eight per cent (8%).

(d) For any payment received after the 5th of the month, the Buyer shall pay a penalty of ten dollars (\$10.00) each day.

(e) All payments due hereunder shall be made to Juan de Jesus Leon at P.O. Box 1518, Arroyo, Puerto Rico 00714.

II

Prepayment of the 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.

III

Taxes, Assessments and Insurance

1. **Taxes.** Buyer agrees pay the taxes on the Real Estate on a pro rata basis for 1993 due and payable in 1994 and all installments of taxes due and payable thereafter, within ten (10) days of receiving same from Seller or Treasurer.

2. **Assessments.** Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate.

3. **Insurance.** Buyer shall insure the home at his expense in a sum no less than the amount of the contract balance. The seller is to appear on the insurance as co-owner.

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RECORDER

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD

4. **Penalties.** Buyer agrees 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.

5. **Seller's Right to Perform Buyer's Covenants.** If Buyer fails to perform any act or to make any payment required of him by this Article III, Seller shall have the right at any time, 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 Seller to perform any act or to make any payment required of Buyer.

The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this Contract, nor shall such exercise constitute any estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or make any payment required by him under this Article III.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Seller, either (a) be payable to Seller by Buyer within 30 days after demand, or (b) be added to principal. In any event such payments and such costs and expenses shall bear interest from the respective dates of making payment or incurring costs and expenses.

IV

Document is

NOT OFFICIAL!

Seller shall deliver to Buyer full and complete possession of the Real Estate on day of closing. Buyer's right of possession shall continue until terminated pursuant to Article VIII "Seller's Remedies on Buyer's Default."

This Document is the property of the Lake County Recorder!

V

Evidence 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 his 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 a date on or before the date of this contract and all taxes and assessments which are Buyer's obligations.

Assignment of Contract

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller; provided, however, that any such consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability hereon.

VII

Use of Real Estate by Buyer, Seller's Right to Inspection and Buyer's Responsibility for Injuries

1. **Use.** The Real Estate may be rented, leased or occupied by persons other than Buyer. Buyer may not make alterations, changes and make additional improvements without the written consent of Seller having first been obtained. Buyer shall use the Real Estate carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, and of the City and County where the Real Estate is situated. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the Real Estate to

Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. **Seller's Right of Inspection.** Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

3. **Inspection.** Buyer has been given ample opportunity to inspect the Real Estate and agrees to purchase same in AS IS condition. The Buyer understands the price negotiated has taken into consideration they are purchasing the Real Estate AS IS and the Seller will not make any additional repairs prior to the sale or expiration of contract.

4. **Buyer's Responsibility for Accidents.** As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate.

VIII

Seller's Remedies on Buyer's Default

Time shall be of the essence of this contract.

If Buyer fails, neglects or refuses to make any payment under this contract when due or to perform any of Buyer's covenants, terms and conditions when and as required under this contract:

(1) Seller shall have the right to declare this contract forfeited and terminated, and upon such a 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 evict Buyer and all person claiming under him.

(2) Separately or in conjunction with his right under item (1) above, as Seller may elect, Seller shall have the right to file in a court of competent jurisdiction an 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 installments 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 principal 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 item (2)(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 Article III of 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, acts of God and public authorities;

(g) any other amounts (other than payment of the purchase price) which Buyer is obligated to pay under this contract.

(3) In addition to any other remedy under this contract, Seller shall have such other remedies as are available at law or in equity.

(4) In any case Seller shall have the right to retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy, under this contract) all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations, in each case made or received under this contract.

(5) Seller shall have the right to file in a court or competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Buyer under this contract shall, at the option of Seller, become immediately due and payable) and interest on such unpaid balance until such unpaid balance is paid, together with any taxes, assessments, charges, penalties and insurance premiums paid by Seller under

this contract and interest on such amounts until they are paid, unless such amounts (and interest on them) have been added to principal under this contract.

The exercise or attempted exercise by Seller of any right or remedy available under this contract shall not preclude Seller from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive or any other right or remedy available under this contract.

In any judicial proceeding to enforce this contract Buyer specifically waives, to the extent he lawfully may do, his right, if any, to a hearing preliminary to a judicial order for immediate possession of the Real Estate to be granted to Seller under applicable law.

All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisal laws. In addition to any other sum payable by Buyer under this contract, Buyer shall pay any reasonable expense, including attorneys' fees, incurred by Seller in connection with the exercise of any right or remedy under this contract, and the preparation and delivery of notice.

The failure or omission of Seller to enforce any of his right 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.

Before Seller shall pursue any of his rights or remedies this Article VIII, he shall first give Buyer written notice of the default complained of and Buyer shall have 30 days from the posting of such notice to correct any default; provided, however 10 days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer under this contract.

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General Agreements of Parties

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be 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.

IN WITNESS WHEREOF the Seller and Buyer have executed this instrument in duplicate on this 3rd day of August, 1993.

Daniel Aviles, Buyer

Juan de Jesus Leon, Seller

Wilma Muniz Aviles, Buyer

Carmen de Jesus Leon, Seller

STATE OF INDIANA
COUNTY OF LAKE

Before me, a Notary Public, in and for said County and State, on this 3rd day of August, 1993, personally appeared Daniel Aviles, Wilma Muniz Aviles, Juan de Jesus Leon and Carmen de Jesus Leon and each acknowledged the execution of the above and foregoing Contract for Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

Take 11/4/93
Resident of Lake County

ITSIA D. RIVERA
Notary Public

This Instrument Prepared By:
ITSIA D. RIVERA #5987-45
Attorney at Law
3100 - 45th Avenue
Highland, Indiana 46322
(219) 924-5275