

Jay Bills.
Gregory H. Jenkins
426 S. LAKE ST.
GARY, IN. 46403

CP 470930 LD

Chicago Tide Insurance Company

93081714

**NO LIEN CONTRACT
FOR CONDITIONAL SALE OF REAL ESTATE**

THIS AGREEMENT made and entered into by and between GREGORY Haig JENKINS, of Gary, Indiana, hereinafter called "Seller" and LAMAR CHARLES MYRICK, JR. and MABEL MYRICK, hereinafter called "Buyers", husband and wife,

WITNESSETH:

Seller hereby agrees to and does sell to Buyers and Buyers hereby agree to and do purchase from Seller the following described Two (2) pieces of real estate in Gary, Lake County, Indiana, hereinafter called the "Real Estate":

Lot's 205 and 206 in Robert Bartlett's Marquette Park Estates in the City of Gary, Indiana, as shown in Plat Book 27 page 29 in the Office of the Recorder of Lake County, Indiana.

More commonly known as: 764 to 782 N. Shelby St., Gary, IN.

THE PURCHASE PRICE AND MANNER OF PAYMENT

1. **THE PURCHASE PRICE:** As the purchase price for the Real Estate, Buyers agrees to pay to Seller and Seller agree to accept from Buyers the sum of THIRTY THOUSAND DOLLARS (\$30,000.00).

The purchase price shall be paid as follows:

SIX THOUSAND (\$6,000.00) DOLLARS down, receipt of which is hereby acknowledged by signature hereon.

TWENTY FOUR THOUSAND DOLLARS (\$24,000.00) payable for period of Five (5) years in consecutive monthly installments, of FOUR HUNDRED SEVENTY FIVE DOLLARS and 23/100 CENTS (\$475.23) each representing the principal balance together with Seven (7%) Percent interest per annum, all payments due and payable on the 1st day of each month beginning with the month of December, 1993 and payable each month thereafter on the same day until paid in full.

C. All payments due hereunder shall be made to:

GREGORY H. JENKINS
426 S. LAKE STREET
GARY, INDIANA 46403

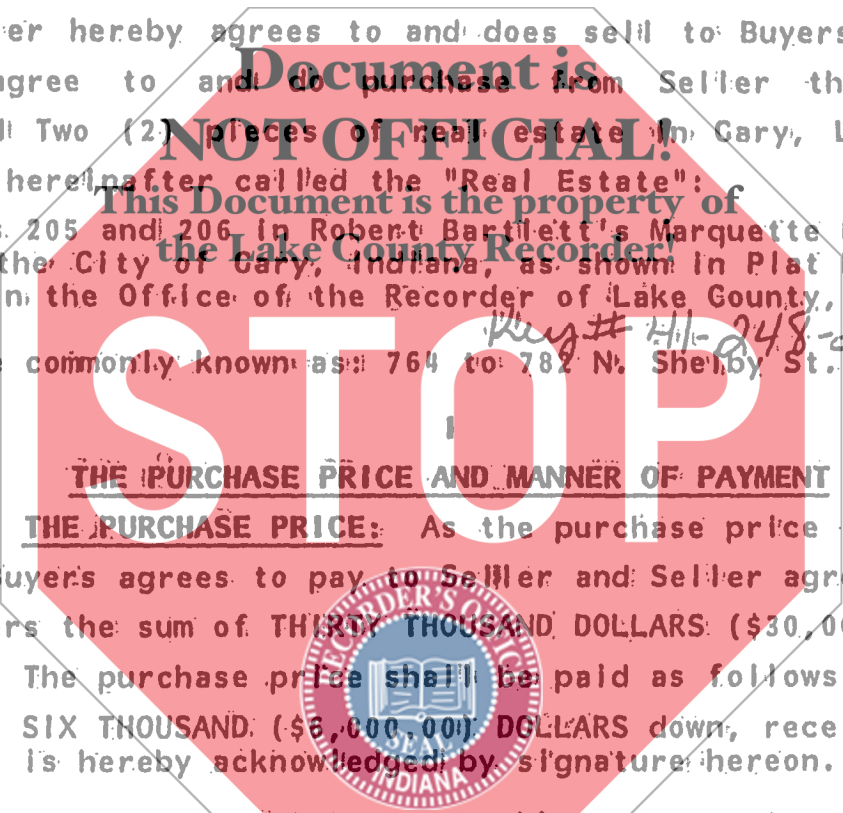
LC.m. NK (M)

16.00

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RECORDER OF LAKE COUNTY



or at such place as Seller designates in writing.

11

PREPAYMENT OF THE PURCHASE PRICE

Buyers shall have the privilege of paying, at any time, any sum or sums in addition to the monthly 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 after the date on which Buyers makes any payments that constitutes full payment of the purchase price.

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the Lake County Recorder!**

TAXES AND INSURANCE

The Parties agree and stipulate that the real estate in question is presently vacant and need not be insured. However, in the event that the Buyers utilize the property in any way they must carry a Public Liability Insurance policy in an amount of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) naming the Seller of the property as an additional insured. A breach of this provision shall be considered a material default of this contract and the Seller may pursue the remedies provided for in this contract without first sending a letter of cure. The Seller shall pay all real estate taxes due in May of 1994 and two-thirds (2/3rds) of the real estate taxes due in November of 1994. The Buyers shall pay one-third (1/3rd) of the real estate taxes due in November of 1994 and all real estate taxes due thereafter. The Seller shall promptly provide the Buyers with the bills for the taxes as they become due. The Buyers shall pay same within ten (10) days of receipt and deliver to the Seller proof of payment of same. Non-payment of taxes shall be deemed a material breach of this contract and the Seller may declare a default in the event of a breach therein, however Seller shall give the Buyers a ten (10) day notice in which they may cure said default.

IV

FINAL PAYMENT

Seller covenants and agrees with the Buyers that upon the payment of the money at the time and in the manner heretofore specified, and the prompt and full performance by the Buyers of all covenants and agreements herein made, that the Seller will convey or cause to be conveyed to the Buyers, by Warranty Deed, the above described Real Estate subject to all taxes and special assessments of record and to all the other conditions herein provided, and further subject to any liens or encumbrances created by the Buyers herein.

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NONASSIGNABILITY
The Buyers may not sell or assign this Contract, the Buyers' interest therein or the Buyers' interest in the Real Estate without the written consent of the Seller.

VI
**USE OF THE REAL ESTATE BY BUYERS, SELLER'S
RIGHT TO INSPECTION AND BUYERS' RESPONSIBILITY
FOR INJURIES**

1. **USE:** Buyers may not hold themselves out as anything other than leaseholder until this Contract is paid in full. Buyers shall use the Real Estate thereon carefully. No clause in this Contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of the Buyers' or of an assignee of the Buyers' to obtain a lien or attachment against the Seller's interest herein. Buyers shall not commit waste on the Real Estate. Buyers shall comply with all laws, ordinances and regulations of the United States of America, the State of Indiana, and the County of Lake and the City of Gary, and shall assure said compliance by others.

2. **BUYERS' RESPONSIBILITY FOR ACCIDENT:** As a part of the consideration hereof, Buyers assume all risk and responsibility for accident or damage to person or property arising from the use

of or in or about the Real Estate and any improvements thereon.

3. **CONDITION OF PREMISES:** Buyers have inspected the premises and accept the premises "as is" without any warranties of any type and it is understood between the parties hereto that all the terms and conditions of this sale are contained in this Agreement.

VII

SELLER'S REMEDIES ON BUYERS' DEFAULT

1. Should any default be made in the payment of the installments provided herein, or of the performance of any of the covenants of this Agreement, when the same is payable or the time of performance has arrived, as provided, then all the remainder of the aforesaid payment with all arrearages of interest, and sums payable pursuant to the provisions hereof, shall, at the option of the Seller, become immediately payable, and the Seller shall have the right to at his option, foreclose this Agreement.

2. Time shall be of the essence and all payments provided for hereunder shall be paid promptly. Payment of the regular monthly installment shall be due on the first day of each month and any payments received after the 15th of each month shall include a FIFTY DOLLAR (\$50.00) late payment fee.

Payments not made in a timely fashion shall be deemed a material breach of this contract. In the event any payment is thirty (30) days or greater late the Seller shall send the Buyers a ten (10) day cure letter and if the Buyers fail to make a full and complete payment, together with all late charges, within ten (10) days of the date of this letter, the Buyers shall be deemed to be in default.

3. In the event of Buyers' default, Buyers shall be responsible for all reasonable and necessary attorney fees and Court costs and all judgments taken shall be without relief from Evaluation and Appraisement Laws.

VIII

GENERAL AGREEMENTS OF PARTIES

1). 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:

- A. Served on the person to be notified, or
- B. Placed in an envelope directed to the person to be notified at his or her last known address and deposited in a United States Post office mailbox, postage prepaid, by Certified Mail, Return Receipt Requested current addresses are:

GREGORY H. JENKINS
426~~th~~ Lake Street
Gary, IN. 46368


LAMAR CHARLES MYRICK, JR. & MABEL MYRICK
8512 Locust Avenue
Gary, IN 46403

2. This Agreement may be recorded. If Buyers choose, Seller will sign a memorandum for recording.

IN WITNESS WHEREOF the Seller and Buyers have executed this instrument in duplicate on the 5th day of November, 1993.

SELLER:

BUYERS:


GREGORY H. JENKINS


LAMAR CHARLES MYRICK, JR.


MABEL MYRICK

SIGNATURE PAGE

Lamar Charles Myrick, Jr.

LAMAR CHARLES MYRICK, JR.

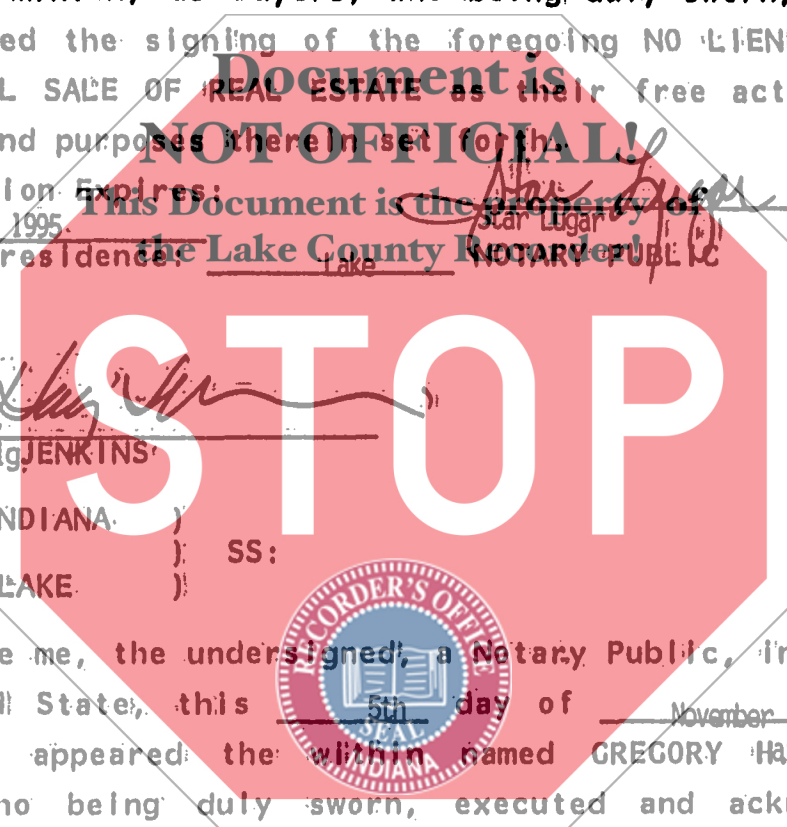
Mabel Myrick

MABEL MYRICK

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 5th day of November, 1993, personally appeared the within named LAMAR CHARLES MYRICK, JR. and MABEL MYRICK, as Buyers, who being duly sworn, executed and acknowledged the signing of the foregoing NO LIEN CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE as their free act and deed for the uses and purposes therein set forth.

My Commission Expires: June 25, 1995
County of residence: Lake



SELLER:

Gregory Haig Jenkins
GREGORY HAIG JENKINS

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 5th day of November, 1993, personally appeared the within named GREGORY HAIG JENKINS, as Seller, who being duly sworn, executed and acknowledged the signing of the foregoing NO LIEN CONDITIONAL CONTRACT FOR SALE OF REAL ESTATE as his free act and deed for the uses and purposes therein set forth.

My Commission Expires: June 25, 1995
County of residence: Lake

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Star Logar
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

GREGORY S. REISING
ATTORNEY AT LAW
607 South Lake Street
Gary, Indiana 46403
(219) 938-8080