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

**FILED**

**THIS AGREEMENT** made and entered into by and between **ULYSSES DURHAM**, of Gary, Indiana, hereinafter called "Seller" and **SAMUEL FACEN, JR.** and **NIKKI C. FACEN**, or the survivor *Case N. Antone* hereinafter called "Buyers".

**WITNESSETH:**

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

Lot 32 and the South 1/2 of Lot 33, in Orchard Park Addition to Gary, in Lake County, Indiana.

More commonly known as: 1565 Ellsworth 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 agrees to accept from Buyers the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)**.

2. The purchase price shall be paid as follows:

A. **TWENTY THOUSAND (\$20,000.00) DOLLARS** to be paid over a period of **Twenty (20) years** together with **Eight (8%)** interest amortized over a period of **Twenty (20) years**.

B. **TWENTY FOUR THOUSAND DOLLARS (\$24,000.00)** payable for a period of **Five (5) years** in consecutive monthly installments, of **ONE HUNDRED SIXTY SEVEN DOLLARS and 29/100 CENTS (\$167.29)** each representing the principal and balance together with **Eight (8%) 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 together with **NINETY NINE DOLLARS AND 71/100 CENTS (\$99.71)** for taxes and insurance for a total monthly payment due of **TWO HUNDRED SIXTY SEVEN DOLLARS (\$267.00)** per month.

C. The parties agree that the figure for taxes and insurance may change over the years and in the event Mr. Durham, the Seller indicates to the Purchasers an

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Increase in taxes and insurance the monthly payment will be adjusted accordingly.

D. In addition to the payments stated herein, the Purchasers, shall make a deferred down payment of THREE THOUSAND DOLLARS (\$3,000.00) on or by December 1, 1994. In the event the down payment so stated is not made, this Contract shall be deemed a lease terminating December 1, 1994 and all of the payments made to that date shall be deemed lease payments. Upon the payment of the THREE THOUSAND DOLLAR (\$3,000.00) down payment the principal amount owing shall be adjusted to reflect the THREE THOUSAND DOLLAR (\$3,000.00) payment. Attached hereto and marked Exhibit "A" is a Amortization Table showing the schedule of payments and the THREE THOUSAND (\$3,000.00) payment.

C. All payments due hereunder shall be made to:

ULYSSES DURHAM  
2120 W. 21st Avenue  
Gary, Indiana

or at such place as Seller designates in writing.

#### 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.

#### III

#### TAXES AND INSURANCE

The Parties agree and stipulate that the real estate in question is to be insured by Ulysses Durham through the monthly payments received and taxes shall be paid by Ulysses Durham through the monthly payments received as set forth above in Paragraph 1, subsections B & C. However, such insurance shall

name 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. Non-payment of taxes and insurance 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.

**Document is  
FINAL PAYMENT  
NOT OFFICIAL!**  
**This Document is the property of  
the Lake County Recorder!**  
**STOP**

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.

**RECORDER'S OFFICE  
SEAL**  
**NON ASSIGNABILITY**

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.

**Vij**  
**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 by 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 Appraisal 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:

ULYSSES DURHAM  
2120 W. 21st Avenue  
Gary, IN. 46404



SAMUEL FACEN, JR. & NIKKI C. FACEN  
1565 E. Elsworth Street  
Gary, IN

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 2nd day of December, 1993.

SELLER:

BUYERS:

Ulysses Durham  
ULYSSES DURHAM

Samuel Facen, Jr.  
SAMUEL FACEN, JR.  
Nikki C. Facen  
NIKKI C. FACEN



