

94007587

Handwritten: Gail 5040 Connecticut Gary 416 409

This agreement, made this 29th day of June, 1993 by and between CRAIG and VANA BRISTOW, hereinafter referred to as "SELLER", and DONISE MCKAIN, hereinafter referred to as "PURCHASERS".

ASmt# 94007588

WITNESSETH

That in consideration of the mutual covenants and conditions by each party to be performed herein, Seller agrees to sell and Purchaser agrees to purchase, the following described real estate to-wit: SEE ATTACHED LEGAL DESCRIPTION

1. Purchase Price. The Purchaser hereby agrees to pay the principal sum of ~~Thirteen Thousand Seven Hundred~~ (13,700) Dollars payable as follows:

Three Thousand and 00/100 Dollars (\$3,000) at the time of execution of this contract, and the balance of said purchase price in the sum of Ten Thousand Seven Hundred and 00/100 Dollars (10,700), to be paid in equal Monthly installments as follows: Three Hundred and 00/100 on the First day of July, 1993, and Three Hundred and 00/100 thereafter. Purchaser agrees to pay interest at the rate of 7.5 per cent per annum on the unpaid balance of said purchase price, and which said monthly payments shall include said interest on the unpaid balance; the amount of interest due and owing shall first be deducted from each monthly installment and the balance thereof applied against the principal balance then owing. Notwithstanding any provision to the contrary herein, the entire purchase price shall be due and payable Four (4) years from the date of purchase. Purchaser shall have the privilege of making any pre-payments of principal, providing however that such payments shall be credit against the principal indebtedness then due and provided further that should complete payment of said purchase price be made within Ninety (90) days from the date hereof, no interest shall be charged whatsoever.

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2. Place Of Payment. All payments shall be made at the home of the Seller at 537 North Wisconsin St. Hobart, IN 46342 or such other place as the Seller may from time to time designate in writing. The parties hereto agree that time is of the essence of this contract.

3. Acceptance Of Payments After Due Date. It is agreed and understood that the failure or omission of Seller to declare this contract forfeited upon non-payment of any of the monies to be paid hereunder when same shall become due, or for any other breach thereof, shall not operate to bar, abridge or destroy the right of Seller to declare same forfeited upon any of the payments herein provided for or assign this contract without in each case first obtaining the written consent of Seller, or should the same be sold on execution by legal process or otherwise, (or in the event of any other breach) by the Purchaser of any of the conditions or covenants herein contained when all payments shall become due at once and this contract shall at once cease and determine without notice and without demand, and all of the money theretofore paid by the Purchaser to the Seller shall be retained by the Seller in full satisfaction and liquidation of all damages sustained by Seller and as rental for the use and occupation of said real estate. Should the Purchaser fail or refuse to pay the installments herein provided for at the time and place when and where the same shall become due and payable, or shall fail to pay the taxes or special assessments when the same are due and payable, the Seller may at its option and election declare the entire balance due and payable hereunder and may recover the same from the Purchaser either by action in law or in equity, without any relief whatsoever from valuation and appraisal laws and with attorney's fees.

STATE OF INDIANA, S.S. No. 1134 AM '94 JUN 28 11 34 AM '94 FILED IN CLERK'S OFFICE

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4. Ten DAY (10) Grace Period. The parties hereto agree that time is of the essence of this contract, but that notwithstanding any provisions contained herewith to the contrary, the Purchaser shall have a Ten day grace period following the due date of any installment, during which to make payments of said installments, provided however, that this provision shall not prevent the Seller from resorting to any remedies it may have if such non-payment be accompanied with a breach of any other covenant or condition herein contained.

5. Liens. Purchaser agree to neither create or permit mechanic's liens or liens of any kind or nature to come into existence against said real estate without the written consent of Seller.

6. ASSIGNMENT. The Purchaser agree not to assign, transfer or otherwise convey their interest herein or of any part thereof in any manner whatsoever without the express written consent of Seller.

7. TAXES. Seller agrees to pay all real estate taxes and special assessment incurred and assessed after the date of this contract. Sellers also agree to pay real estate taxes up to and not to exceed the life this contract.

8. Insurance. Purchaser agree to purchase homeowners insurance on said property, and to keep insurance current throughout the life of this contract, failure to do so will be considered a breach of contract, at which time legal action can be pursued.

Seller agrees that upon payment in full of the purchase price herein and the prompt and full performance by said Purchaser of their covenants and agreements herein contained, that it will convey or cause to be conveyed to the Purchaser by Warranty Deed the herein described real estate, free and clear, but subject to all taxes and special assessments then due and unpaid.

It is specifically agreed and understood that this contract shall not be recorded without the written consent of Seller.

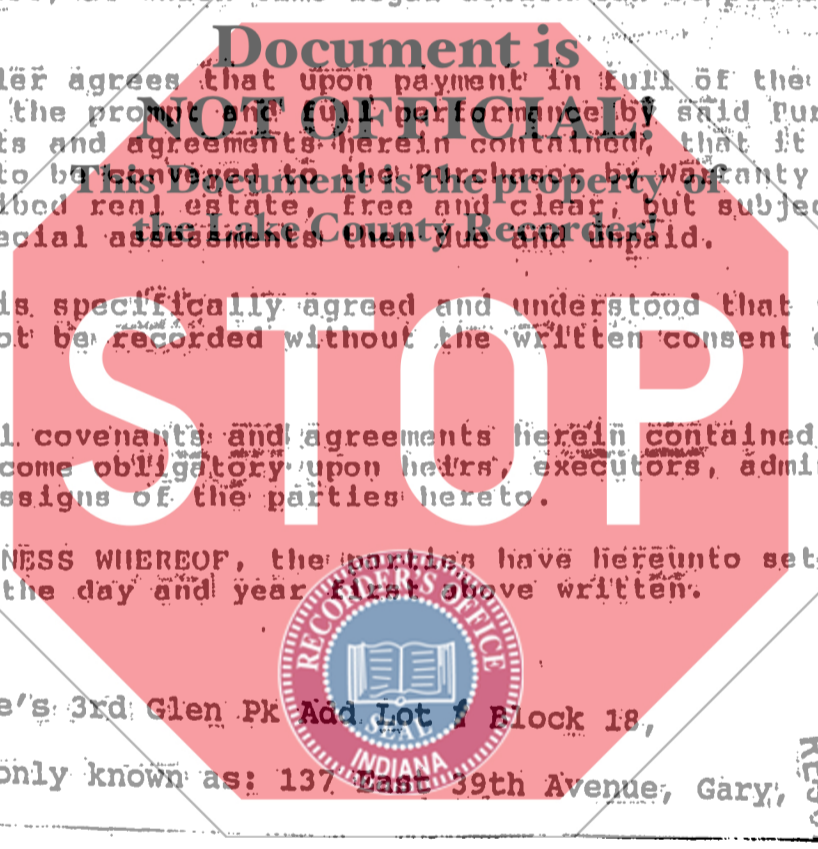
All covenants and agreements herein contained shall extend to and become obligatory upon heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Earle's 3rd Glen Pk Add Lot 1 Block 18,  
Commonly known as: 137 East 39th Avenue, Gary, Indiana

*Dorothy A. Gans*  
DOROTHY A. GANS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
9-23-94  
Resident of Lake County

*Chris M. Burt*  
SELLER  
*John M. Burt*  
SELLER  
*JR McKee*  
PURCHASER



AM 28  
RECORDED