

**REAL ESTATE CONTRACT**

**94025527**

**THIS AGREEMENT** made and entered into by and between **FIRST FEDERAL SAVINGS BANK OF INDIANA**, "Seller", and **JAMES R. HOHENBERGER**, of Lake County, Indiana, "Purchaser".

**FILED**

**WITNESSETH:**

MAR 3 1994

1. **DESCRIPTION.** The Seller agrees to sell and the Purchaser agrees to purchase for the consideration and upon the conditions hereinafter stated, the following described real estate in "as/is" condition, to-wit:

*David H. Anton*  
AUDITOR LAKE COUNTY

Lots 15 and 16, Block 1, C. J. Williams Addition to Hosford Park, as shown in Plat Book 4, page 9, in Lake County, Indiana.

More commonly known as: 4740 Arthur Street, Gary, IN 46408

2. **CONSIDERATION.** The Purchaser promises and agrees to pay to said Seller the sum of Twenty-One Thousand Seven Hundred Five and 97/100's Dollars (\$21,705.97), together with interest on the principal from time to time remaining unpaid at the rate of nine percent (9%) from date of execution, and in the event of default, with attorney fees and without relief from valuation and appraisal laws. The purchase price includes a down payment in the sum of One Thousand Nine Hundred Sixty-Nine and 75/100's Dollars (\$1,969.75).

3. **MANNER OF PAYMENT.** Purchaser agrees to pay the purchase price in the following manner:

A. The sum of U.S. \$19,736.22 in consecutive monthly installments of U.S. \$236.00 each, commencing on the first (1st) day of ~~MARCH~~ <sup>MAY</sup> 1994, and a like sum on the same day of each month thereafter until February 1, 2005, at which time the remaining balance of said purchase price, interest and other charges as herein provided shall be due and payable in full. In other words, this Contract is payable in full at the time that the 132nd monthly installment is due, and the Purchaser agrees to pay to Seller on or before February 1, 2005, any and all amounts remaining due under this Contract including accrued interest. All monies received from the Purchaser shall be applied first in payment of the accrued interest, and the balance of each of said payments shall be applied to the reduction of the principal.

B. In addition to all other remedies of Seller, all payments not received by the 15th day after the installment is due are subject to a late charge of Five Percent (5%) of the Purchaser's overdue payment of principal and interest.

C. In order to provide for the payment of the real estate property taxes and assessments and insurance, the Purchaser agrees to pay to Seller (unless Seller waives in writing such requirement), on the first (1st) day of each month during the term of this Contract, a sum estimated to be equivalent to one-twelfth (1/12th) of such items (real estate taxes and assessments and property insurance), which payment shall be held in trust by said Seller for the payment of such items. If the amount estimated is insufficient to pay said items, said Purchaser promises to pay the difference upon demand.

4. **TAXES AND SPECIAL ASSESSMENTS.** Purchaser assumes and agrees to pay any and all real estate taxes and assessments for the year 1994 due and payable in 1995, and thereafter. The 1993 real estate taxes and assessments payable in 1994 shall be prorated between the parties as of the date of the execution of this Contract and the proration shall be paid by Seller to the Purchaser or directly to the Treasurer of Lake County at the time that the May

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TICOR TITLE INSURANCE  
Crown Point, Indiana

STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
LAKE COUNTY, INDIANA

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installment of the 1993 taxes payable in 1994 are due. In the event the Purchaser shall fail to pay any real estate taxes or assessments when due, the Seller may expend the sums to pay any taxes, assessments or installments of assessments when due which are the responsibility of the Purchaser and the Seller shall add the sum or sums so expended to the purchase price to be payable by Purchaser on the same terms, interest and conditions as the basic purchase price.

5. **INSURANCE.** Purchaser shall at all times, at his own expense, insure and keep insured in responsible insurance companies authorized to do business in the State of Indiana all of the improvements located on the real estate against loss or damage by fire and the risks covered with the extended coverage and additional perils endorsements in an amount equal to but not less than the greater of \$20,000.00 or Eighty (80%) Percent of the full insurable value of the improvements.

Purchaser shall also provide and maintain for the benefit of the Seller and the Purchaser a public liability and property damage insurance policy in an insurance company acceptable to Seller in the usual form for the protection of themselves and the Seller against injury caused to person by reason of Purchaser's execution of this Contract with limits in an amount as required by the Seller which it may in its sole discretion determine. Purchaser will deliver to and deposit with Seller a copy of such policy of insurance and shall during the term of this Contract provide Seller at all times with a copy of a current policy of insurance acknowledging the premium is paid on the terms specified in this paragraph.

In the event the Purchaser shall fail to make such premiums, the Seller may pay the premiums; and in the event the Seller shall hereafter pay any insurance premiums, the Seller shall add the sum or sums so expended to the purchase price to be payable by Purchaser on the same terms, interest and conditions as the basic purchase price.

Nothing in this Article 5 or the preceding Article 4 shall imply any obligation on the part of Seller to perform any act or to make any payment required of Purchaser.

The exercise of the right by Seller shall not constitute a release of any obligation of Purchaser under Article 4 or Article 5 or a waiver of any remedy given Seller under this Contract, nor shall such execution constitute an estoppel to the exercise by Seller of any right or remedy of it for a subsequent failure by Purchaser to perform any act or make any payment required by Purchaser under Article 4 or Article 5.

6. **PLACE OF PAYMENT.** All payments shall be made to Seller at 8400 Louisiana, Box 11110, Merrillville, Indiana 46411, or at such other place or places as Seller may at any time designate.

7. **PREPAYMENT.** Purchaser shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the 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 payment after such payment is made. Interest shall not accrue after the date on which Purchaser makes any payment that constitutes full payment of the purchase price.

8. **PURCHASER'S FAILURE TO PAY AS REQUIRED.**

A. **Late Charge for Overdue Payments.**

If the Seller has not received the full amount of any payment by the end of fifteen (15) calendar days after the date it is due, Purchaser will pay a late charge to the Seller. The amount of the charge will be five percent (5%) of Purchaser's overdue payment of principal and interest. Purchase will pay this late charge promptly but only once on each late payment.

**B. Notice of Default.**

If purchaser is in default, monetary or nonmonetary, the Seller may send Purchaser a written notice telling Purchaser that if Purchaser does not pay the overdue amount by a certain date, the Seller may require Purchaser to pay immediately the full amount of principal which has not been paid and all the interest that Purchaser owes on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to Purchaser.

**C. No Waiver by Seller.**

Even if, at a time when Purchaser is in default, monetary or nonmonetary, the Seller does not require Purchaser to pay immediately in full as described above, the Seller will still have the right to do so if Purchaser is in default at a later time.

**D. Payment of Seller's Costs and Expenses.**

If the Seller has required Purchaser to pay immediately in full as described above, the Seller will have the right to be paid back by Purchaser for all of its costs and expenses in enforcing this Contract to the extent not prohibited by applicable law. Those expenses include, but are not limited to, reasonable attorney's fees, court costs and fees.

**9. SELLER'S REMEDIES ON PURCHASER'S DEFAULT.** If Purchaser fails, neglects or refuses to make any payment under this Contract when due or to perform any of Purchaser's covenants, terms and conditions when and as required under this Contract:

**A.** Seller shall have the right to declare this Contract forfeited and terminated, and upon such a declaration, all right, title and interest of Purchaser in and to the real estate shall immediately cease and Purchaser shall then be considered as tenants holding over without permission, and Seller shall be entitled to re-enter and take immediate possession of the real estate and to evict Purchaser and all persons claiming under them.

**B.** Separately or in conjunction with Seller's right under item (A) 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 Purchaser all or any of the following:

1. Possession of the real estate;
2. Any installments due and unpaid at the time of the filing of the action and becoming due and unpaid from that time until possession of the real estate is recovered;
3. Interest on the principal from the last date to which interest was paid until judgment or possession is recovered by Seller whichever occurs first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would not be included under Item B(2) above;
4. Due and unpaid real estate taxes, assessments, charges and penalties which Purchaser is obligated to pay under this Contract;

5. Premiums due and unpaid for insurance which Purchaser is obligated to provide under Article 18 of this Contract.

C. Seller shall have all other remedies at law or in equity.

D. In any case, Seller shall have the right to retain (without prejudice to its right to recover any other sums from Purchaser or to have any other remedy under this Contract) all payments made by Purchaser 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.

E. Seller shall have the right to file in a court of competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Purchaser 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 of 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 remedy shall be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and in addition to any other right or remedy, available under this Contract.

All sums payable under this Contract are payable with accrued interest and without relief from valuation and appraisal laws. In addition to any other sum payable by Purchaser under this Contract, Purchaser shall pay any reasonable expenses, including reasonable attorney fees, incurred by Seller in connection with the exercise of any right or remedy under this contract.

The failure or omission of Seller to enforce any of its rights or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar nor abridge, nor constitute a waiver of any of its rights or remedies upon any subsequent default.

10. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Seller under Paragraphs 4 and 12 shall be applied: first, to late charges due under this Agreement; second, to amounts payable under Paragraph 11; third, to interest due; and last, to principal due.

11. **TAXES.** Purchaser shall pay all taxes and assessment levied against the said real estate subsequent to the date of this Agreement.

12. **FUNDS FOR TAXES.** Subject to applicable law or to a written waiver by Seller, Purchaser shall pay to Seller on the day payments are due under this Agreement, until this Agreement is paid in full, a sum ("Funds") equal to one-twelfth (1/12) of: (a) yearly taxes and assessments which may attain priority over this Agreement; and (b) yearly leasehold payments or ground rents on the property, if any. These items are called "escrow items". Seller may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

The funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Seller if Seller is such an

institution). Seller shall apply the funds to pay the escrow items. Seller may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless Seller pays Purchaser interest on the funds and applicable law permits Seller to make such a charge. Purchaser and Seller may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, Seller shall not be required to pay Purchaser any interest or earnings on the funds. Seller shall give to Purchaser, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Agreement.

If the amount of the funds held by Seller, together with the future payments of funds payable prior to the due dates of the escrow items when due, the excess shall be, at Purchaser's option, either promptly repaid to Purchaser or credited to Purchaser on payments of funds. If the amount of the funds held by Seller is not sufficient to pay the escrow items when due, Purchaser shall pay to Seller any amount necessary to make up the deficiency in one or more payments as required by Seller.

Upon payment in full of all sums secured by this Agreement, Seller shall promptly refund to Purchaser any funds held by Seller. If under the terms of Paragraph 36 of this Agreement the property is sold or acquired by Seller, Seller shall apply, no later than immediately prior to the sale of the property or its acquisition by Seller, any funds held by Seller at the time of application as a credit against the sums secured by this Agreement.

**13. TRANSFER OF THE PROPERTY.** If all or any part of the Real Estate or any interest in it is sold or transferred without Seller's prior written consent, Seller may, at its option, require immediate payment in full of all sums secured by this Agreement. However, this option shall not be exercised by Seller if exercise is prohibited by state or federal law as of the date of this Agreement.

If Seller exercises this option, Seller shall give Purchaser notice of accentuation. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Purchaser must pay all sums secured by this Agreement. If Purchaser fails to pay these sums prior to the expiration of this period, Seller may invoke any remedies permitted by this Agreement without further notice or demand on Purchaser.

**14. LEGISLATION AFFECTING SELLER'S RIGHTS.** If enactment or expiration of applicable laws has the effect of rendering any provision of this Agreement unenforceable according to its terms, Seller, at its option, may require immediate payment in full of all sums secured by this Agreement and may invoke any remedies permitted by Paragraph 37. If Seller exercises this option, Seller shall take the steps specified in the second paragraph of Paragraph 37.

**15. POSSESSION AND USE.** The Purchaser shall have possession of the real estate as of the date of closing. Purchaser covenants and agrees not to commit any waste on the real estate and not to construct or install any additional improvements, make any alterations or changes to the real estate or remove any improvements from the real estate without the written consent of the Seller.

**16. MORTGAGE.** If at any time either party hereto is able to arrange a conventional first mortgage with a financial institution that equals or exceeds the balance due on this Agreement, and payments on such mortgage would not exceed the payments specified in this Agreement, Purchaser agrees to obtain such loan and to pay reasonable expenses therefor and Seller agrees to accept payment in full of the balance then due on this Agreement and to deliver to Purchaser the deed as hereinafter provided.

**17. CHARGES; LIENS.** Purchaser shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Agreement, and leasehold payments or ground rents, if any, Purchaser shall pay these obligations in the manner provided in Paragraph 10, or if not paid in that manner, Purchaser shall pay them on time

directly to the person owed payment. Purchaser shall promptly furnish to Seller all notices of amounts to be paid under this paragraph. If Purchaser makes these payments directly, Purchaser shall promptly furnish to Seller receipts evidencing the payments.

Purchaser shall promptly discharge any lien which has priority over this Agreement unless Purchaser: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Seller; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Seller's opinion operated to prevent the enforcement of the lien or forfeiture of any part of the property; (c) secures from the holder of the lien an agreement satisfactory to Seller subordinating the lien to this Agreement. If Seller determines that any part of the property is subject to a lien which may attain priority over this Agreement, Seller may give Purchaser a notice identifying the lien. Purchaser shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**18. HAZARD INSURANCE.** Purchaser shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Seller requires insurance. This insurance shall be maintained in the amounts and for the periods that Seller requires. The insurance carrier providing the insurance shall be chosen by Purchaser subject to Seller's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Seller and shall include a standard mortgage clause. Seller shall have the right to hold the policies and renewals. If Seller requires, Purchaser shall promptly give to Seller all receipts of paid premiums and renewal notices. In the event of loss, Purchaser shall give prompt notice to the insurance carrier and Seller. Seller may make proof of loss if not made promptly by Purchaser.

Unless Seller and Purchaser otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Seller's security is not lessened. If the restoration or repair is not economically feasible or Seller's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Agreement, whether or not then due, with any excess paid to Purchaser. If Purchaser abandons the property, or does not answer within 30 days a notice from Seller that the insurance carrier has offered to settle a claim, then Seller may collect the insurance proceeds. Seller may, at its sole option, use the proceeds to repair or restore the real estate or to pay sums secured by this Agreement, whether or not then due. The 30 day period will begin when the notice is given.

In the event the Purchaser shall fail to make such premiums, the Seller may pay the premiums; and in the event the Seller shall hereafter pay any insurance premiums, the Seller shall add the sum or sums so expended to the purchaser price to be payable by Purchaser on the same terms, interest and conditions as the basic purchase price.

Nothing in this Article or any other Article shall imply any obligation on the part of Seller to perform any act or to make any payment required of Purchaser.

The exercise of the right by Seller shall not constitute a release of any obligation of Purchaser under this Article or any other Article or a waiver of any remedy given Seller under this contract, nor shall such execution constitute an estoppel to the exercise by Seller of any right or remedy of it for a subsequent failure by Purchaser to perform any act or make any payment required by Purchaser.

Unless seller and Purchaser otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 4 and 12 or change the amount of the payments. If under the terms of this Agreement the property is acquired by Seller, Purchaser's right to any insurance policies and proceeds resulting from damage to the real estate prior to the acquisition shall pass to Seller to the extent of the sums secured by this Agreement immediately prior to the acquisition.

**19. LEGISLATION AFFECTING CHARGES.** If this transaction is or become subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Purchaser which exceeded permitted limits will be refunded to Purchaser. Seller may choose to make this refund by reducing the principal owed under this Agreement or by making a direct payment to Purchaser. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

**20. GIVING OF NOTICES.** Unless applicable law requires a different method, any notice that must be given to Purchaser under this Agreement will be given by delivering it or by mailing it by first class mail to Purchaser at the property address above or at a different address if Purchaser gives the Seller a notice of Purchaser's different address.

Any notice that must be given to the Seller under this Agreement will be given by mailing it by first class mail to the Seller at 8400 Louisiana, Box 11110, Merrillville, Indiana 46410, or at a different address if Purchaser is given a notice of that different address.

**21. REPAIR AND MAINTENANCE.** Purchaser shall, at its expense, keep and maintain the property in good repair and shall not permit waste on the property or any accumulation of debris or trash upon the property. Upon any breach and re-entry by the Seller, Purchaser shall deliver up the property to Seller in as good condition as the same is now in, ordinary wear and tear excepted. Purchaser shall at all times use and maintain said property in accordance with the laws, ordinances and regulations of the United States of America, State of Indiana, County of Lake, and City or Town in which the real estate is located.

**22. INSPECTION.** Seller shall have the right to enter upon and in the property for the purpose of inspecting the same at any reasonable time, upon reasonable notice to Purchaser.

**23. LIABILITY FOR DAMAGE OR INJURY.** Purchaser hereby expressly assumes all risks and responsibility for any injury or damage to Purchaser or other persons or property in or about the property and agrees to hold Seller harmless and indemnify Seller from any liability therefrom.

**24. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Seller.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Agreement, whether or not then due, with any excess paid to Purchaser. In the event of a partial taking of the property, unless Purchaser and Seller otherwise agree in writing, the sums secured by this Agreement shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to the Purchaser.

If the property is abandoned by the Purchaser, or if, after notice by Seller to Purchaser that the condemnor offers to make an award or settle a claim for damages, Purchaser fails to respond to Seller within 30 days after the date the notice is given, Seller is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums secured by this Agreement, whether or not then due.

Unless Seller and Purchaser otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 2 and 11 or change the amount of such payments.

**25. ALTERATION OF IMPROVEMENTS.** Purchaser agrees to refrain from altering the improvements situated on the property without Seller's written consent.

**26. COVENANT AGAINST LIENS.** Purchaser agrees not to purchase any material for repair or improvement of the property or to have any work performed or permit any work to be performed thereon which might result in any lien or encumbrance as a result thereof nor permit any mechanic's lien or other lien to attach to the property absent written consent of Seller.

**27. RIGHT OF SELLER TO CONVEY.** Seller reserves the right to convey its interest in the property and any such conveyance thereof shall not be cause of rescission of this Agreement.

**28. MODIFICATIONS.** No modification of this Agreement nor waiver of any item or condition hereof shall have any force or effect unless the same is in writing signed by both parties hereto and all contracts and agreements heretofore made by the parties hereto are merged into and superseded by this Agreement.

**29. CONVEYANCE AND EVIDENCE TO TITLE.** If Purchaser is not in default under any of the terms, covenants and conditions of this Contract, Seller will furnish Purchaser a commitment for an owner's title insurance policy disclosing marketable title to the real estate to a date sixty (60) days or less prior to the date of the execution of this Contract, subject, nevertheless, to the following exceptions:

- A. The general exceptions contained in the policy;
- B. All covenants, easements and restrictions of record;
- C. Current real estate taxes and all taxes to be paid by Purchaser;
- D. All applicable zoning laws; and
- E. All liens or encumbrances or other title objections resulting from actions of the Purchaser.

The commitment for the owner's title insurance policy furnished under this Contract shall be issued by a title insurance company selected by Seller.

Any further title evidence shall be at the expense of the Purchaser.

Seller covenants and agrees that upon the payment of all sums due under this Contract and the prompt and full performance by Purchaser of all Purchaser's covenants and agreements herein made, Seller will convey or cause to be conveyed to Purchaser by properly executed Corporate Warranty Deed, the above-described real estate, subject only to all easements, covenants, and restrictions of record, all taxes and assessments which are Purchaser's obligations and resulting from actions of the Purchaser.

Seller agrees not to place upon or permit to be placed upon the property any mortgage, lien, or encumbrance which would supersede or impair the interest of the Purchaser. Any judgment lien or other lien for which the Seller has provided indemnification to a title insurance company willing to waive the same as an exception shall not constitute a violation of this provision.

**30. UTILITIES.** Purchaser shall pay all utility charges incurred by Purchaser or any other party during the term of this Agreement, including, but not limited to, any expenses for installation of meters together with any monthly charges for utility services rendered.

**31. TIME OF ESSENCE.** It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this Contract.



32. **RECORDING.** Purchaser may at its expense record this Contract or a memorandum hereof in the Office of the County Recorder where the real estate is located.

33. **PERSONS BOUND.** All the covenants and agreements herein contained shall extend and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

34. **PURCHASER NOT RELEASED; FORBEARANCE BY SELLER NOT A WAIVER.** Extension of the time for payment or modification of amortization of the sums secured by this Agreement granted by Seller to any successor in interest of Purchaser shall not operate to release the liability of the Purchaser or Purchaser's successors in interest. Seller shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Agreement by reason of any demand made by the Purchaser or Purchaser's successors in interest. Any forbearance by Seller in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

35. **GOVERNING LAW; SEVERABILITY.** This agreement shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

36. **PURCHASER'S RIGHT TO REINSTATE.** If Purchaser meets certain conditions, Purchaser shall have the right to have enforcement of the terms of this Agreement discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the real estate pursuant to any power of sale contained in this Agreement; or (b) entry of a judgment enforcing this Agreement. Those conditions are that Purchaser: (a) pay Seller all sums which then would be due under this Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Agreement, including, but not limited to, reasonable attorney's fees and court costs, and (d) takes such action as Seller may reasonably require to assure that the lien of this Agreement, Seller's right in the property and Purchaser's obligation to pay the sums secured by this Agreement shall continue unchanged. Upon reinstatement by Purchaser, this Agreement and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 20 or 36 of this Agreement.

37. **ACCELERATION; REMEDIES.** Seller shall give notice to Purchaser prior to acceleration following Purchaser's breach of any covenant or agreement in this Agreement (but not prior to acceleration under Paragraphs 20 and 36 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Purchaser, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Agreement, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Purchaser of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Purchaser to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Seller at its option may require immediate payment in full of all sums secured by this Agreement without further demand and may foreclose this Agreement by judicial proceeding. Seller shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to, reasonable attorney's fees and court costs and costs of title evidence.

38. **SELLER IN POSSESSION.** Upon acceleration under Paragraph 36 or abandonment of the real estate, Seller (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property, and to collect the rents of the property including those past due. Any rents collected by Seller or the receiver shall be applied first to the payment of the costs of management of the property and collection of rents, including, but

not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Agreement.

**39. OBLIGATIONS OF PERSONS UNDER THIS AGREEMENT.** If more than one person signs this Agreement, each person is fully and personally obligated to keep all of the promises made in this Agreement, including the promise to pay the full amount owed. any person who is a guarantor, surety or endorser of this Agreement is also obligated to do these things. any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Agreement, is also obligated to keep all of the promises made in this Agreement. The Seller may enforce its rights under this Agreement against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Agreement.

**40. DEFINITION.** As used in this Agreement the term "Property" shall mean the real estate located at 2457 Kelly Place, Dyer, Indiana 46311.

**41. SURVEY.** Seller shall provide Purchaser with a survey of the property not more than one year old, or if more than one year old, with a certification by Seller that there have been no substantial modifications to the property.

**42. PURCHASER'S COPY.** Purchaser shall be given one original copy of this Agreement. Both parties shall sign and shall consider as an original two copies of this Agreement.

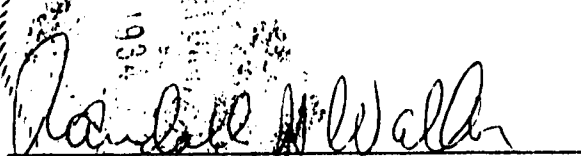
**43. DISCLAIMER OF WARRANTY ON LIABILITY.** SELLER HAS NOT AND WILL NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT EXPRESS OR IMPLIED ON WHICH PURCHASER MAY RELY, WITH RESPECT TO THE MERCHANTABILITY, FITNESS, CONDITION, DURABILITY OR SUITABILITY FOR PURCHASER'S PURPOSE OF THE PROPERTY IN ANY RESPECT, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER. ALL PROPERTY SHALL BE ACCEPTED BY PURCHASER "WHERE IS, AS IS AND WITH ALL FAULTS" AND SELLER SHALL NOT BE RESPONSIBLE FOR ANY PATENT OR PATENT DEFECTS THEREIN OR ANY DAMAGES RESULTING THEREFROM. SELLER SHALL NOT BE LIABLE TO PURCHASER FOR ANY LIABILITY, LOSS OR DAMAGE, INCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES, CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE PROPERTY, OR ANY INADEQUACY THEREOF, OR DEFICIENCY OR DEFECT THEREIN, OR BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH.

PURCHASER UNDERSTANDS THAT THE PROPERTY HAS CERTAIN DEFECTS INCLUDING WATER PROBLEMS AND THAT THE PURCHASER IS FAMILIAR WITH OR HAS HAD THE OPPORTUNITY TO BECOME FAMILIAR WITH THE WATER PROBLEMS, YET CHOOSES TO PROCEED WITH THE PURCHASE OF THE PROPERTY, THE SAME NOTWITHSTANDING.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hand and seals.

**SELLER:**  
FIRST FEDERAL SAVINGS BANK  
OF INDIANA

By:  
Its:

  
\_\_\_\_\_

**PURCHASER:**

  
\_\_\_\_\_

JAMES R. HOHENBERGER

Attest:

Aileen H. Freuler

Date: 3-23-94

\*\*\*\*\*

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of March, 1994, appeared **FIRST FEDERAL SAVINGS BANK OF INDIANA** as **SELLER** by V.P. and A. Cindy W. Collier, its \_\_\_\_\_, who acknowledged the execution of the foregoing Real Estate Contract on behalf of First Federal Savings Bank of Indiana.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

**Document is NOT OFFICIAL**

This Document is the property of the Lake County Recorder's Office

Notary Public: Margarita Thompson  
Name Printed: Margarita Thompson

My Commission Expires: 5-10-94  
Resident County: LaKe

**STOP**

RECORDER'S OFFICE  
INDIANA

\*\*\*\*\*

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of March, 1994, appeared **JAMES R. HOHENBERGER** who acknowledged the execution of the foregoing Real Estate Contract.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

Margarita Thompson  
Notary Public  
Margarita Thompson  
Name Printed

My Commission Expires: 5-10-94  
Resident County: LaKe

This instrument prepared by: R. Brian Woodward, #2303-45  
Anderson, Tauber & Woodward, P.C.  
8935 Broadway  
Merrillville, IN 46410  
(219) 769-1892