

94029695 **CONTRACT FOR SALE OF REAL ESTATE**

**This Agreement**, Made and entered into this 9th day of April in the year 1994, by and between Joan Sims 435 Clark Road, Gary of the County of Lake and State of Indiana, party of the first part, and Jacqueline Gates of the County of Lake and State of Indiana, party of the second part.

**WITNESSETH**, that the said party of the first part hereby sells to the party of the second part, the following described real estate to-wit: 1308 Waite Street

Gary, Indiana, Lot 3, Block 2, Tolleston Real Estate Company's Addition to Gary, Key # 01680003. *Key # 147-168-3 1st JH.*

**FILED**

APR 19 1994

for mailing address:  
1132 Ash Ave c/o Jacquelyn Gates  
Gary, IN 46403

*Anna N. Antonio*  
AUDITOR LAKE COUNTY

situated in the County of Lake in the State of Indiana for the sum of Two-Thousand 00/100 **DOLLARS**

The said party of the first part hereby covenants and agrees to convey the said premises above described to the said party of the second part, by a good and sufficient warranty deed, executed by the party of the first part, together with the covenants of said party of the first part in due form of law, which deed shall be delivered to the said party of the second part upon payment being made as herein provided, on or before the 1st day of May 1995. The said party of the first part also agrees on or before the 1st day of May 1995, to furnish to the party of the second part a complete abstract of title to said premises brought down to 1308 Waite Street, certified to by a competent abstractor, showing absolute title to the said premises, free and clear of any and all encumbrances save and except as listed below.

The house is purchased in its present condition. Conditions are good. The first party will pay taxes for 1993 which are due in 1994. The second party will be responsible for all taxes due and payable there-after May 1995.

and allow the said party of the second part a reasonable opportunity to have said abstract examined. The taxes of said premises for the year 1993 are to be paid by the said party of the 1st part. Possession of said premises is to be delivered to the said party of the second part on or before the 1st day of May 1995.

On his part, the said party of the second part agrees to pay the sum of Two-Thousand 00/100 **DOLLARS** in manner following Five-Hundred Dollars cash in hand, upon the execution of this agreement, receipt whereof is hereby acknowledged:

The balance fifteen-hundred (\$1500)

and the remainder in cash upon the 1st day of May 1995 and on receipt of the deed as herein provided.

It is mutually agreed by and between the parties hereto, that the covenants and agreements herein contained, shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties; that time is of the essence of this contract; and that either party hereto, who shall fail or refuse to comply with the provisions of this contract, on his part to be performed, shall forfeit and pay to the other party the sum of \$1,500.00 Dollars, which sum is hereby fixed and agreed upon as the liquidated damages to be sustained by either party from failure or default upon the part of the other.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals to this agreement, in duplicate the day and year first above written.

WITNESS:

*Jacqueline Gates* (Seal.)  
529 (Seal.)

*Notary Public* (Seal.)

*Deann Craigford* (Seal.)  
my comm. ex. 3/26/97

This instrument prepared by:

