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Mail James to
3902 Grand Blvd
E.C., IN 46312

CONTRACT FOR SALE OF REAL ESTATE

94030226

THIS CONTRACT, made and entered by and between ELISEO ESPINOSA, ENOCH ESPINOSA and MICHAEL ESPINOSA (hereinafter called "Seller") and BALDAMERO CASAS and RUPERTO PEREZ, SR., (hereinafter called "Buyer"),

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate, in East Chicago, Lake County, Indiana, (such real estate, hereinafter called the "Real Estate"):

Lot 19, Block 15, Second Addition to Indiana Harbor in the City of East Chicago, as shown in Plat Book 5, page 18, in Lake County, Indiana. Key No. 30-347-19.

Commonly known as: 3832 Main Street
East Chicago, IN 46312

FILED

APR 19 1994

upon the following covenants, terms and conditions:

Anna M. Anton
AUDITOR LAKE COUNTY

I

The Purchase Price and Manner of Payment

1. **The Purchase Price.** As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of thirty thousand dollars (\$30,000.00).

2. **The Manner of Payment.** The purchase price shall be paid in the following manner:

(a) The sum of ten thousand dollars (\$10,000.00) paid by Buyer pursuant to Lease executed by the parties in December 1992 shall be applied to the purchase price as a down payment.

(b) The balance of twenty thousand dollars (\$20,000.00) shall be paid in monthly installments, beginning September 1, 1993, and on the 1st of each month thereafter, in the sum of six hundred twenty-six dollars and seventy-three cents (\$626.73) each month for a period of thirty-six (36) months, with final payment due August 1, 1996, in the sum of six hundred twenty-six dollars and sixty cents (\$626.60).

(c) The unpaid balance of the purchase price shall bear interest at the rate of eight per cent (8%).

(d) All payments due hereunder shall be made to Eli's Automotive at 6638 Kennedy Avenue, Hammond, Indiana 46323.

II

Prepayment of the Purchase Price

Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required.

III

Taxes, Assessments and Insurance

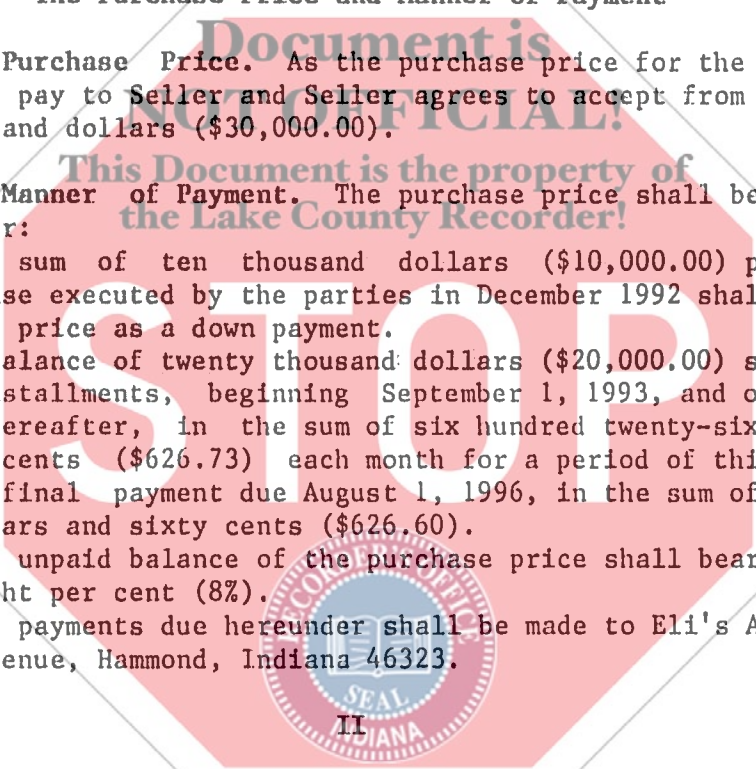
1. **Taxes.** Buyer agrees to pay the taxes on the Real Estate on a pro rata basis for 1993 due and payable in 1994 and all installments of taxes due and payable thereafter, within ten (10) days of receiving same from Seller or Treasurer.

2. **Assessments.** Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate.

3. **Insurance.** Buyer shall insure the home at his expense in a sum no less than the amount of the contract balance. The seller is to appear on the insurance as co-owner.

4. **Penalties.** Buyer agrees to pay any penalties, whether in the form

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LAKE COUNTY RECORDER

of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges.

5. **Seller's Right to Perform Buyer's Covenants.** If Buyer fails to perform any act or to make any payment required of him by this Article III, Seller shall have the right at any time, without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of Seller to perform any act or to make any payment required of Buyer.

The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this Contract, nor shall such exercise constitute any estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or make any payment required by him under this Article III.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Seller, either (a) be payable to Seller by Buyer within 30 days after demand, or (b) be added to principal. In any event such payments and such costs and expenses shall bear interest from the respective dates of making payment or incurring costs and expenses.

IV

Possession

Seller shall deliver to Buyer full and complete possession of the Real Estate on day of closing. Buyer's right of possession shall continue until terminated pursuant to Article VIII "Seller's Remedies on Buyer's Default."

V

Evidence of Title

Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Buyer of all his covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate subject to restrictions and easements of record as of a date on or before the date of this contract and all taxes and assessments which are Buyer's obligations.

VI

Assignment of Contract

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller; provided, however, that any such consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability hereon.

VII

Use of Real Estate by Buyer, Seller's Right to Inspection and Buyer's Responsibility for Injuries

1. **Use.** The Real Estate may be rented, leased or occupied by persons other than Buyer. Buyer may not make alterations, changes and make additional improvements without the written consent of Seller having first been obtained. Buyer shall use the Real Estate carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, and of the City and County where the Real Estate is situated. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the Real Estate to Seller in as good condition as they are now, ordinary wear and tear, acts

of God and public authorities excepted.

2. **Seller's Right of Inspection.** Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

3. **Inspection.** Buyer has been given ample opportunity to inspect the Real Estate and agrees to purchase same in AS IS condition. The Buyer understands the price negotiated has taken into consideration they are purchasing the Real Estate AS IS and the Seller will not make any additional repairs prior to the sale or expiration of contract.

4. **Buyer's Responsibility for Accidents.** As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate.

VIII

Seller's Remedies on Buyer's Default

Time shall be of the essence of this contract.

If Buyer fails, neglects or refuses to make any payment under this contract when due or to perform any of Buyer's covenants, terms and conditions when and as required under this contract:

(1) Seller shall have the right to declare this contract forfeited and terminated, and upon such a declaration, all right, title and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to evict Buyer and all person claiming under him;

(2) Separately or in conjunction with his right under item (1) 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 Buyer all or any of the following:

(a) possession of the Real Estate;

(b) any installments due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;

(c) interest on the principal from the last date to which interest was paid until judgment or possession is recovered by Seller whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under item (2)(b) above;

(d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this contract;

(e) premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this contract;

(f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear, acts of God and public authorities;

(g) any other amounts (other than payment of the purchase price) which Buyer is obligated to pay under this contract.

(3) In addition to any other remedy under this contract, Seller shall have such other remedies as are available at law or in equity.

(4) In any case Seller shall have the right to retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy, under this contract) all payments made by Buyer 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.

(5) Seller shall have the right to file in a court or competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Buyer 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 or 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

