

95000677

95 JAN -1, PH 12: 59  
AMASA G. COLBY  
CHIEF DEP. RECORDER

REAL ESTATE INSTALLMENT SALES CONTRACT

The agreement made this 30th day of MAY 1994 by and between William & Rhonda Beith, of 293 Melton Road, Chesterton, Indiana (herein called "SELLER") and Orlando & Laura Rivera (herein called "PURCHASER") 908 N. S.R. 149 Valparaiso, Indiana (herein called "PURCHASER")

46383

WITNESSETH: Whereas SELLER owns the Real Estate described as 4340 Buchanan St. Gary, Indiana Lot 11 and 12, Block 3, Glendale Subdivision in the City of Gary, as shown in Plat Book 11, Page 7 in Lake County, Indiana. a/k/a/ 4340 Buchanan Street, Gary, Indiana.

Key#43-271-11

Whereas, PURCHASER desires to purchase said Real Estate from SELLER, and SELLER agrees to sell said Real Estate to PURCHASER upon the following terms and conditions.

Now Therefore, Seller agrees to sell said real estate to Purchaser, and Purchaser agrees to purchase said Real Estate from Seller, at the purchase price of \$17,000 (Seventeen-thousand dollars) payable in the manner described below.

**This Document is the property of the Lake County Recorder!**

1. The Purchase price of \$17,000 (Seventeen thousand dollars) shall be paid as follows:

a. The balance of \$17,000 (seventeen thousand dollars) together with interest at the rate of 9.5% (nine and 1/2 percent) per annum on the unpaid balance from time to time, shall be paid in month installments of \$250 (two hundred fifty dollars) with the first installment to be paid on or before June 1, 1994 and continuing each month hereafter until May 1, 2002 at which time any amount remaining unpaid shall be paid in full.

b. Purchaser shall have the right to make pre-payments at any time.

2. SELLER shall retain title to Real Estate until payment of the full purchase price, subject to pro-ration of payments and release of security interest as required by law. The PURCHASER agrees to safely keep the Real Estate free from other liens and encumbrances at the below address, and not remove Real Estate improvement without consent of SELLER. PURCHASER shall keep the premises and all improvements thereon in good condition and repair at PURCHASER's expense.

3. The entire balance shall become immediately due upon default upon the payment of any installment due or other breach of this agreement.

a. If for any reason there is a delinquency in an installment, a \$25 (twenty five dollar) late fee will be applied 12:00 p.m. on the fifth day of the existing month.

b. Upon default, SELLER may enter upon premises of PURCHASER and reposes said Real Estate. In the event of such default, SELLER may terminate this contract upon thirty (30) day prior written notice and collect any deficiency due from PURCHASER.

c. The full balance shall become due on default with

**FILED**

JAN 4 1994

*Auditor*

the PURCHASER paying all reasonable attorneys' fees and costs of collection.

4. At the election of SELLER, the SELLER, to keep said Real Estate adequately insured and property taxes of said Real Estate.

SIGNED THIS 30TH DAY OF May, 1994

ACCEPTED:

William & Rhonda Beith  
293 Melton Rd.  
Chesterton, Indiana

*Orlando & Laura Rivera*  
Orlando & Laura Rivera  
908 N. S.R. 149 Valparaiso,  
Indiana

BY *William Beith Rhonda Beith*  
William Beith & Rhonda Beith  
SELLER

