

10825 Shuler St St John

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# REAL ESTATE CONTRACT

JUN 8 1995

**This Agreement** Made between Irene Sutherland Doughty  
party of the first part, and David L. Millins and Donna J. Millins

**SAM ORLICH**  
**AUDITOR LAKE COUN**  
party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the money to be paid, and the covenants as here-  
with expressed to be performed and fulfilled by the party of the second part (the payment of said money and the prompt per-  
formance of said covenants being a condition precedent, and time of the essence of said condition) hereby agree, upon such  
payments and performance of covenants, to sell to the said party of the second part the real estate hereinafter described, sit-

uated in Lake County, in the State of Indiana, and described as follows, to wit:

Parcel #1: Part of the NW 1/4 Section 33, Township 35 North, Range 9 West of the 2nd P.M.,  
described as follows: Commencing at the Southeast corner of Lot 22, in the Town of St. John,  
as per plat thereof, recorded in Plat Book 1, page 52, in the Office of the Recorder of  
Lake County, Indiana; thence South 34°19'56" East along an extension of the Easterly line  
of said Lot 22 a distance of 12 feet to the Point Beginning of this described parcel;  
thence continuing South 34°19'56" East, 100 feet; thence South 55°29'04" West and parallel  
(Continued on back)

And the said party of the second part, in consideration thereof, hereby agrees to pay to the said party of the first part  
St. John, Indiana, the sum of  
Six Thousand DOLLARS

at the time and in the manner following, to-wit:

Two Hundred DOLLARS cash at the time of making this contract, receipt of which is hereby acknowledged,  
and the sum of One Hundred Fifty DOLLARS

on the Fifteenth day of each month, hereafter until the whole remaining purchase money shall be paid in full  
Without any relief whatever from valuation or appraisement laws, with attorneys fees and interest at the rate of  
per cent per annum on the amount of principal remaining due on the day of May 1995  
and the last day of each month thereafter. The amount of said interest, however, shall be deducted from the

amount of said payments, unless herein otherwise provided, and the balance of said payments shall be applied to the reduction  
of said unpaid balance. It being agreed and understood that any acceptance by first party of payments after the same maturity  
hereunder shall not operate as an extension of time for other payments hereunder, and shall in no manner alter the strict terms  
hereof. It is agreed that second party may pay the entire unpaid balance of the purchase price hereunder at any time.

And the said party of the second part further agrees that he will faithfully keep an insurance on said property in the name  
of said first party, in some company to be approved by said first party, indorsed, loss, if any payable to the first and second  
parties as their interest may appear, in the sum of \$0.00 fire insurance and \$0.00

tornado insurance, and in due season, pay all taxes and assessments for all purposes and of all kinds whatsoever, levied and  
assessed upon said real estate or upon this contract, which became a lien during the year 1995 payable in the year 1996,  
and which may thereafter become due, including penalties and interest; and in case the said party of the second part shall fail  
to keep and pay for such insurance, to pay any or all of said taxes and assessments whenever and as soon as the same shall be-  
come due and payable, and the said party of the first part shall at any time provide, pay, or cause the same to be paid, the  
amount so paid by the party of the first part, including all penalties allowed and charged by law in addition to such insurance  
premiums, taxes and assessments, shall with 8 per cent interest thereon become an additional consideration to be paid by the  
party of the second part for the real estate hereby agreed to be sold.

The party of the second part does hereby irrevocably consent that party of the first part may at any time during the life  
of this contract, mortgage and encumber the real estate for an amount not to exceed the balance due hereunder at the time of  
making such mortgage. Whenever the unpaid balance due on this contract is reduced so that it is possible so to do, the Second  
Party agrees to borrow a sufficient sum of money to pay in full to the First Party said unpaid balance, including interest at  
the rate aforesaid, then unpaid, on this contract, at the time of procuring and receiving such loan.

And the said party of the first part further covenants and agrees with the party of the second part, that upon the payment  
of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the said  
party of the second part of all his covenants and agreements herein made, that they, the said party of the first part, will convey  
or cause to be conveyed to the said party of the second part, by Warranty Deed, the above described real estate subject to all  
taxes and special assessments and to all the other conditions herein provided. At such time, said first party shall furnish said  
second party with a merchantable abstract showing marketable title, subject to the conditions herein contained, in said first  
party, or in the party making conveyance to said second party.

The First Party shall have the right, at any time, to enter upon and in said premises for the purpose of inspecting the same.

The Second Party shall not assign or transfer this contract of sale, let or sublet said real estate or any part thereof, remove  
any improvements of any kind or character, or make any alterations, without the written consent of the First Party. This pro-  
vision shall apply both to improvements now on the premises and to improvements that may be placed thereon.

Provided always that these presents are upon the condition that in case of the failure of the said party of the second part,  
his heirs, executors, administrators or assigns in the performance of all or either of the covenants and promises on his part to  
be performed and fulfilled, the said party of the first part, their successors, assigns or legal representatives, shall have the right  
to declare this contract forfeited and void, and thereupon to recover all the installments due and unpaid, together with interest  
thereon, as rent for the use and occupation of said real estate, and to take possession thereof, and to regard the person, or per-  
sons, in possession on such termination of the contract, as tenants holding over without permission (if that should be necessary  
to gain prompt possession of said real estate) and to recover all damages sustained by such holding over without permission  
or by means of any waste committed or suffered on said real estate, and thereupon all interest of said second party in and to the  
above described premises shall cease and terminate, and said first party shall retain all the money which may have been paid  
by second party, as well as any improvements or additions to the real estate, as rent for the use of said property by said sec-  
ond party until the time of such forfeiture.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Irene Sutherland Doughty (SEAL) David L. Millins (SEAL)  
Donna J. Millins (SEAL)

This instrument prepared by:

000450



FILED FOR RECORD  
LAKE COUNTY INDIANA  
JUN 8 1995



STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 23rd day of May 19 95, came

DAVID L. MULLINS AND DONNA J. MULLINS AND  
/ TRENE SUTHERLIN DOUGHTY

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and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

*Jan Halteman*

Notary Public

My Commission expires 6-22-1998 Resident of Lake County

to the Southerly line Lots 19 to 22 in said Town of St. John, 270.14 feet more or less to the East right-of-way of the Chicago, Indianapolis and Southern Railroad; thence North 00°00'00" East along said Railroad right-of-way, 121.36 feet more or less to the Southerly line of a 12 foot alley South of Lots 19 to 22 in said Town of St. John; thence North 55°29'04" East, 201.69 feet to the Point of Beginning, containing 0.542 acres more or less.

Parcel #2: Part of the NW 1/4 Section 33, Township 35 North, Range 9 West of the 2nd P.M., described as follows: Commencing at the Southwest corner of Lot 23, in the Town of St. John, as per plat thereof, recorded in Plat Book 1, page 52, in the Office of the Recorder of Lake County, Indiana; thence South 34°19'56" East along an extension of the Westerly line of said Lot 23 a distance of 12 feet to the Point of Beginning of this described parcel; thence continuing South 34°19'56" East, 100 feet; thence North 55°29'04" East and parallel to the Southerly line of Lots 23 and 24 in said town of St. John, 100 feet; thence North 34°19'56" West 100 feet to the Southerly line of the 12 foot alley South of said Lots 23 and 24; thence South 55°29'04" West, 100 feet to the Point of Beginning, containing 0.229 acres more or less.

