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SEP 20 1995

**NO LIEN CONTRACT
FOR CONDITIONAL SALE OF REAL ESTATE** SAM ORLICH
AUDITOR LAKE COUNTY

THIS AGREEMENT made and entered into by and between RODNEY EARL WHITESIDE and RONNIE LEOTIS WHITESIDE, of Gary, Indiana, hereinafter called "Sellers" and CURTIS LEE BROWN, hereinafter called "Buyer".

WITNESSETH:

Sellers hereby agrees to and does sell to Buyer and Buyer hereby agrees to and does purchase from Sellers the following described real estate in Gary, Lake County, Indiana, hereinafter called the "Real Estate":

Lots 10 and 11, Block 10, Gary Land Company's Ninth Sub-division, in the City of Gary, as shown in Plat Book 13, page 15, in Lake County, Indiana.

More commonly known as: 1347 Virginia Street, Gary, IN.

THE PURCHASE PRICE AND MANNER OF PAYMENT

1. **THE PURCHASE PRICE:** As the purchase price for the Real Estate, Buyer agrees to pay to Sellers and Sellers agree to accept from Buyer the sum of TWENTY THOUSAND DOLLARS (\$20,000.00).

2. The purchase price shall be paid as follows:

A. SIX THOUSAND DOLLARS (\$6,000.00) down and FOURTEEN THOUSAND DOLLARS (\$14,000.00) together with no interest, in Fourteen (14) consecutive monthly installments of ONE THOUSAND DOLLARS (\$1,000.00) each beginning September 1, 1995 and payable on the same day of each month thereafter until paid in full. However, in the event that any one payment is more than ten (10) days late it shall include a late charge of Ten Percent (10%) of the payment per month.

44.

B. All payments due hereunder shall be made to:

RODNEY EARL WHITESIDE and RONNIE LEOTIS WHITESIDE
917 E. 19th Avenue
Gary, Indiana 46407

or at such place as Sellers designates in writing.



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II

PREPAYMENT OF THE PURCHASE PRICE

Buyer shall have the privilege of paying, at any time, any sum or sums in addition to the monthly 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 computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payments that constitutes full payment of the purchase price.

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Buyer agrees to pay all taxes due and owing beginning with the November, 1996 instalment. Buyer must insure the property for not less than the value of the contract naming the Sellers as loss payees. Failure to do so shall be a breach of this contract.

IV

FINAL PAYMENT

Sellers covenant and agree with the Buyer that upon the payment of the money at the time and in the manner heretofore specified, and the prompt and full performance by the Buyer of all covenants and agreements herein made, that the Sellers will convey or cause to be conveyed to the Buyer, by Warranty Deed, the above described Real Estate subject to all taxes and special assessments of record and to all the other conditions herein provided, and further subject to any liens or encumbrances created by the Buyer herein.

V

NONASSIGNABILITY

The Buyer may not sell or assign this Contract, the Buyer's interest therein or the Buyer's interest in the Real Estate without the written consent of the Sellers.

VI
USE OF THE REAL ESTATE BY BUYERS, SELLER'S RIGHT
TO INSPECTION AND BUYER'S RESPONSIBILITY FOR INJURIES

1. **USE:** Buyer may not hold himself out as anything other than leaseholder until this Contract is paid in full. Buyer shall use the Real Estate thereon carefully and shall keep the same in good order 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 the Buyer's or of an assignee of the Buyer's to obtain liens or attachment against the Seller's interest herein. Buyer shall not commit waste on the Real Estate. In the occupancy of the Real Estate the Buyer shall comply with all laws, ordinances and regulations of the United States of America, the State of Indiana, and the County of Lake and the City of Gary, and shall assure said compliance by others.

2. **BUYER'S RESPONSIBILITY FOR ACCIDENT:** 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 and any improvements thereon.

3. **CONDITION OF PREMISES:** Buyer has inspected the premises and accept the premises "as is" without any warranties of any type and it is understood between the parties hereto that all the terms and conditions of this sale are contained in this Agreement.

VII
SELLER'S REMEDIES ON BUYER'S DEFAULT

1. Should any default be made in the payment of the instalments provided herein, or of the performance of any of the covenants of this Agreement, when the same is payable or the time of performance has arrived, as provided, then all the remainder of the aforesaid payment with all arrearages of interest, and sums payable pursuant to the provisions hereof, shall, at the option of the Sellers, become immediately payable, and the

Sellers shall have the right to treat all payments made as rent and to evict the Buyer from the premises as a holdover tenant or, at their option, foreclose this Agreement.

2. Time shall be of the essence and all payments not made within thirty (30) days of due date shall be considered in default. Default of any one payment shall be considered a default of the entire contract without waiver of Sellers' right to any other remedy they may have. Sellers may charge a late fee of an additional TWENTY-FIVE (\$25.00) DOLLARS per month or any portion thereof on all payments not made within Ten (10) days. However, the final payment shall be in default if not made within Ten (10) days of date due.

3. In the event of Buyer's default, Buyer shall be responsible for all reasonable and necessary attorney fees and Court costs and all judgments taken shall be without relief from Evaluation and Appraisement Laws.

VIII

BUYER'S OBLIGATION AS TO THE PROPERTY

That it is understood between the Parties that the Buyer herein has an obligation to maintain the property. And that a breach of this Agreement as to the property shall be, and may be, construed as a breach of this agreement. In the event of a breach to the property, the Sellers may exercise their remedies as to the property.

IX

GENERAL AGREEMENTS OF PARTIES

1. All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when:

A. Served on the person to be notified, or

B. Placed in an envelope directed to the person to be notified at his or her last known address and deposited in a United States Post office mailbox, postage prepaid, by Certified Mail, Return Receipt Requested current addresses are:

RODNEY EARL WHITESIDE and RONNIE LEOTIS WHITESIDE
917 E, 19th Avenue
Gary, IN. 46407

2. This Agreement may be recorded.

IN WITNESS WHEREOF the Sellers and Buyer have executed this instrument in duplicate on the 29th day of August, 1995.

SELLERS:

Rodney Earl Whiteside
RODNEY EARL WHITESIDE
Ronnie Leotis Whiteside
RONNIE LEOTIS WHITESIDE

BUYER:

Curtis Lee Brown
CURTIS LEE BROWN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 29th day of August, 1995, personally appeared the within named RODNEY EARL WHITESIDE and RONNIE LEOTIS WHITESIDE, as Sellers, and CURTIS LEE BROWN, as Buyer, who being duly sworn, executed and acknowledged the signing of the foregoing NO LIEN CONDITIONAL CONTRACT FOR SALE OF REAL ESTATE as their free act and deed for the uses and purposes therein set forth.

My Commission Expires:
6/22/98

County of residence: PORTER

Elva Redigonda
ELVA REDIGONDA
NOTARY PUELIC

THIS INSTRUMENT PREPARED BY:

GREGORY S. REISING
ATTORNEY AT LAW
607 South Lake Street
Gary, Indiana 46403
(219) 938-8080

