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**AMENDED AND RESTATED  
REAL ESTATE INSTALLMENT CONTRACT**

THIS CONTRACT FOR SALE is made this 29<sup>th</sup> day of September, 1995, by and between EVANGELISTIC TEMPLE OUTREACH MINISTRIES OF HAMMOND, INC. ("Seller"), and SANTIAGO V. GARCIA, RACHEL L. GARCIA and JAMES GARCIA ("Buyer") of Highland, Indiana.

**WITNESSETH:**

On March 1, 1985, Buyer did execute a certain Contract for Conditional Sale of Real Estate with the United Pentecostal Church of Hammond, Inc., as Seller. On June 22, 1985, the United Pentecostal Church of Hammond, Inc. did execute a certain Corporate Warranty Deed transferring the Property and assigning its interest in the March 1, 1985 Contract to Seller. Buyer and Seller do hereby agree to amend said Contract for Conditional Sale of Real Estate dated March 1, 1985, by restating it in its entirety, as follows:

**This Document is the property of  
the Lake County Recorder!  
ARTICLE 1: PURCHASE AND SALE**

1.01 **Purchase Agreement.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and pay for, in accordance with the terms and conditions of this Contract, the Property described in this Contract.

1.02 **Description of Property.** The property to be sold ("Property") is commonly known as 9034 Cline Avenue, Highland, Lake County, Indiana, and further described as follows:

Part of the South 2 1/2 acres of the South 7 acres of the East 440 feet of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Highland, Lake County, Indiana beginning at the Northeast corner of said tract, thence South along the East line of said tract 100 feet, thence West 140 feet, thence North 100 feet, thence East 140 feet to the place of beginning, commonly known as 9034 Cline Avenue, Highland, Indiana.

**FILED**

OCT 31 1995

SAM ORLICH  
AUDITOR LAKE COUNTY

**ARTICLE 2: AMOUNT OF PURCHASE PRICE**

2.01 **Amount of Purchase Price.** The total purchase price for the Property is the sum of Thirty-One Thousand Fifty-Six and 32/100 Dollars (\$31,056.32).

2.02 **Payment of Purchase Price.** The parties hereto agree that the purchase price of Thirty-One Thousand Fifty-Six and 32/100 Dollars (\$31,056.32) has been increased from the Twenty-Eight Thousand and 00/100 Dollars (\$28,000.00) purchase price included in the March 1, 1985 Contract to reflect unpaid real estate taxes in the amount of Three Thousand Fifty-Six and 32/100 Dollars (\$3,056.32), which taxes were paid by Seller to

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MARGARETTE CLEVELAND  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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prevent the sale of the Property at Tax Sale on October 5, 1995. The parties hereto also agree that Buyer has paid ~~Eight Thousand Five Hundred Fifty Six and 82/100 Dollars (\$8,556.82)~~ of the purchase price. Therefore, Buyer shall pay the balance of ~~Twenty-Two Thousand Three Hundred Ninety Two and 43/100 Dollars (\$22,392.43)~~ in installments of ~~Three Hundred and 58/100 Dollars (\$300.58)~~ a month commencing on October 1, 1995, and continuing until the full amount of the purchase price, together with interest has been paid. Interest will be calculated from the date of this Contract on the unpaid principal balance at the rate of nine and one-half percent (9-1/2%) a year. In no event shall the term of the Contract exceed twenty (20) years. 303.44 *J.G.*

Each installment paid shall be applied first to interest and the balance to principal.

2.03 **Address for Payment.** All payments shall be delivered to Seller at 1300 N. Broad Street, Griffith, Indiana, or as Seller shall otherwise designate by notice to Buyer in writing.

ARTICLE 3: SELLER'S WARRANTIES AND OBLIGATIONS

3.01 **Outstanding Encumbrances.**

(a) This Property is not subject to any outstanding encumbrances at the date of this Contract. **the Lake County Recorder!**

(b) Should Seller fail to make any payment on the outstanding encumbrances within ten (10) days from the date the payment becomes due and owing, Buyer may make the payment and the amount of the payment shall be deducted from the installment of the purchase price next due for the Property as provided in this Contract.

3.02 **Future Encumbrances.**

(a) After execution of this Contract, Seller shall not in any manner encumber the Property without the written consent of Buyer.

(b) After execution of this Contract, Seller shall not undertake any additional improvements or perform any other work on the Property that may result in the creation of a mechanic's lien on the Property without the written consent of Buyer.

ARTICLE 4: BUYER'S OBLIGATIONS

4.01 **Taxes and Assessments.** Except as expressly provided otherwise in this Contract, Buyer shall pay all general and special taxes, liens and charges, including all assessments of every nature, levied, assessed, or accruing on the Property after midnight on September 30, 1995. All taxes, assessments, and insurance premiums pertaining to the Property shall be prorated on the basis of thirty-day months, using the latest available tax bills, as of midnight on September 30, 1995. Buyer shall pay one-twelfth (1/12) of the annual real estate taxes to Seller each month together with their monthly installment of the purchase price.

4.02 **Insurance.** Buyer, during the continuance of this Contract, shall insure and keep insured, at Buyer's own cost and expense, for their full insurable value, all buildings and improvements located on the Property against loss by fire or the elements. The insurance policies shall be obtained from companies approved by Seller with the loss payable to Seller. All moneys collected by Seller from any insurance policy shall be applied

by Seller to the payment of the then remaining unpaid principal balance of the purchase price specified in this Contract and the interest on the unpaid balance, in the order the Seller elects. Buyer shall pay one-twelfth (1/12) of the annual insurance premium to Seller each month together with their monthly installment of the purchase price.

Buyer shall also procure and maintain public liability insurance on the Property with limits of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident throughout the terms of this Contract.

**4.03 Utilities.** Buyer shall pay the cost of all utilities in connection with the Property that may become due or payable on or after the date of this Contract.

**4.04 Payments by Seller.** If Buyer fails to pay any amount Buyer is obligated to pay under this Contract for taxes, assessments, insurance, or utilities within ten (10) days before the amount becomes delinquent, Seller may pay the amount. Buyer shall repay to Seller on demand the amount paid by Seller together with interest from the date of payment by Seller to the date of repayment by Buyer at the rate of eighteen percent (18%) a year.

**4.05 Destruction of Property.** Destruction of, or damage to, any building or other improvement now or hereafter placed on the Property, or of any personal property described in this Contract, whether from fire or any other cause, shall not release Buyer from any of Buyer's obligations under this Contract. It is expressly understood that Buyer bears all risk of loss of, or damage to, the Property.

**4.06 Repair and Waste.** Buyer acknowledges that the Property and the buildings and improvements on the Property are, at the date of this Contract, in good condition, order, and repair. Buyer agrees, at Buyer's own cost and expense, to maintain the Property and the buildings and improvements in as good order and repair as they are on the date of this Contract, reasonable wear and tear excepted. Buyer shall not remove or permit the removal from the Property of any building or other improvement located on the Property without first obtaining written consent of Seller. Buyer shall not commit or permit to be committed any waste of the Property or any building or improvement on the Property. If Buyer fails to make any repairs, or commits or permits waste, Seller may elect to make the repairs or eliminate the waste, and the cost shall be immediately due and payable to Seller from Buyer, with interest, at eighteen percent (18%) per year until paid.

**4.07 Alterations.** Buyer agrees not to renovate, remodel, or alter any building or improvement now or hereafter situated on the Property, or to construct any additional building, buildings, or improvements on the Property, without giving written notice to Seller, and submitting plans, requiring Seller's written approval, for the renovation, remodeling, or construction.

**4.08 Mechanics' Liens.** Buyer shall indemnify and hold Seller and property of Seller, including Seller's interest in Property, free and clear from liability for any and all mechanics' liens or other expenses or damages resulting from any renovations, alterations, buildings, repairs, or other work placed on the Property by Buyer.

**4.09 Personal Injuries.** Buyer shall indemnify and hold Seller free and harmless from any and all demands, loss, or liability resulting from the injury to, or death of, any person or persons because of the negligence of Buyer or the condition of the Property at any time or times after the date possession of the Property is delivered to Buyer.



**4.10 Observation of Regulations.** Buyer shall keep the Property in accordance with any and all building and use restrictions applicable to the Property and shall keep the Property in accordance with all police, sanitary, or other regulations imposed by any governmental authority.

#### **ARTICLE 5: POSSESSION AND CONVEYANCE**

**5.01 Possession of Property.** Buyer has possession of the Property described in this Contract and to continue in possession so long as Buyer is not in default in the performance of any of the covenants of this Contract.

**5.02 Conveyance on Full Performance.** When the purchase price and all other amounts to be paid by Buyer under this Contract are fully paid as provided for in this Contract, Seller shall execute and deliver to Buyer a good and sufficient Warranty Deed conveying to Buyers as joint tenants with rights of survivorship good and marketable title to the Property as evidenced by a title insurance policy in the full amount of the purchase price procured and paid for by Seller.

#### **ARTICLE 6: DEFAULT AND REMEDIES**

**6.01 Events of Default.** Any of the following will constitute an "Event of Default":

(a) Failure of Buyer to pay any installment of principal or interest, or any other sum, on the date it is due under this Contract, subject to a five (5) day grace period. Seller will not accept any partial payments. The entire arrearage must be paid in full. A penalty of Twenty-Five and 00/100 Dollars (\$25.00) shall be assessed against Buyer for each month or portion of a month until paid in full.

(b) Failure of Buyer to perform any of the other agreements, conditions, or covenants in this Contract within five (5) days after notice from Seller. If the failure to perform cannot reasonably be cured within the five (5) day period, it will not be an Event of Default if Buyer commences to cure nonperformance or noncompliance within the five (5) day period and diligently pursues performance or compliance to completion.

(c) The appointment of a receiver, liquidator, custodian, trustee, (or similar official) for any substantial part of Buyer's property.

(d) A court-ordered winding-up or liquidation of Buyer's affairs.

(e) The commencement by Buyer of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law.

(f) Buyer's making any assignment for the benefit of creditors, or the failure of Buyer generally to pay debts as they become due.

(g) The commencement of any court action or proceeding to enforce any lien on, or claim against, the Property seeking to reach the interest of Buyer.

(h) Buyer's leasing or encumbering of the Property or any part of the Property without the prior written consent of Seller.

(i) Assignment of this Contract or any interest in this Contract except by will, intestate succession, or right of survivorship.

(j) Desertion or abandonment of the Property by the Buyer.

**6.02. Remedies.**

(a) If any Event of Default occurs:

(1) Seller is released from all obligations in law or equity to convey the Property to Buyer.

(2) Buyer forfeits all rights to the Property or to possession of the Property.

(3) Seller has an immediate right to retake possession of the Property.

(4) All payments made by Buyer may be retained by Seller as liquidated damages for the use of the Property, loss of time and opportunity for other sale, damage, depreciation, and wear and tear, and for all legal and other expenses involved in enforcing Seller's rights with regard to the Property.

(b) Alternatively, if any Event of Default occurs, Seller, at Seller's option, may declare by notice to Buyer, the entire unpaid balance of the purchase price specified in this Contract to be due and payable, and may by appropriate action, in law or in equity, proceed to enforce payment.

(c) Any rights, powers, or remedies, given or reserved to Seller by this Paragraph 6.02 shall not be construed to deprive Seller of any rights, powers, or remedies otherwise given by law or equity.

**6.04 Attorneys' Fees and Costs.** Buyer shall pay to Seller all costs and expenses, including attorneys' fees arising out of this Contract from any action for enforcement of the provisions of this Contract or from an action to which the Seller may be made a party by reason of being a party to this Contract.

**6.05 Broker.** The Seller represents and warrants that no broker brought about, or participated in, this Real Estate Installment Contract or transaction. Seller shall indemnify and hold harmless Buyer against any and all liabilities and expenses whatever (including, without limitation, reasonable attorney fees) arising from any claims for brokerage on this transaction based on any acts of Seller. Each and all representations, warranties and agreements contained in this paragraph shall survive the closing of this transaction; and the agreement of indemnity and exoneration contained in this paragraph shall be binding on the named Seller irrespective of any assignment of this Contract.

**ARTICLE 7: ADDITIONAL PROVISIONS**

**7.01 Entire Agreement.** Both Buyer and Seller agree that this Contract constitutes the sole and only agreement between them respecting the Property, and that it correctly sets forth their obligations to each other as of the date of the Contract.

**7.02 Notices.** Any and all notices or other communications required or permitted by this Contract or by law to be served on either party by the other party shall be in writing and shall be deemed duly served and given when deposited in the United States mail, first-class postage prepaid, addressed to Buyer at the address of the Property or to Seller at the following address:

Either party may change that party's address for the purpose of this Paragraph by giving written notice of the change to the other party in the manner provided in this Paragraph.

**7.03 Recording.** Within ten (10) days after the execution of this Contract by Seller and Buyer, Seller will cause this Contract or a Memorandum of this Contract to be recorded in the Office of the Recorder of Deeds of the county where the property is situated.

**7.04 Heirs and Successors.** This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties. However, nothing contained in this Paragraph shall be construed as a consent by Seller to any assignment of this Contract or of any interest in this Contract by Buyer except as provided in Paragraph 7.05 of this Contract.

**7.05 Assignment.** Neither this Contract nor any interest in this Contract shall, except by will, intestate succession, or right of survivorship, be assigned by Buyer either voluntarily, involuntarily, by operation of law, or otherwise. Neither the Property nor any part of the property shall be leased by Buyer without written consent of Seller.

**7.06 Time of Essence.** Time is expressly declared to be of the essence of this Contract.

**7.07 Waiver.** The waiver of any breach of this Contract by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by Seller to exercise any right or power provided by this Contract shall not constitute a waiver of the right or power, or acquiescence in any default on the part of Buyer. The acceptance of any payments made by Buyer in a manner or at a time other than as required by the terms and conditions of this Contract shall not be construed as a waiver or variation of the terms and conditions of this Contract. Any default on the part of Buyer shall be construed as continuous, and Seller may exercise every right and power under the Contract at any time during the continuance of the default, or on the occurrence of any subsequent default.

**7.08 Prepayment.** Buyer may make additional payments or pay the entire principal prior to maturity at any time without charge or penalty.



**7.09 Applicable Law.** This Contract shall be governed by the laws of the State of Indiana.





IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument in triplicate on the date above written.

SELLER:

Evangelistic Temple Outreach  
Ministries of Hammond, Inc.

*Evangelistic Temple Outreach Ministries  
of Hammond, Inc.*  
By: *John Munsey, Pres.*

BUYER:

*Santiago V. Garcia*  
Santiago V. Garcia

*Rachel L. Garcia*  
Rachel L. Garcia

*James Garcia*  
James Garcia

**Document is  
NOT OFFICIAL!**

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the Lake County Recorder!

STATE OF *Indiana*  
COUNTY OF *Lake* } SS:

Personally appeared the above-named Santiago V. Garcia and Rachel L. Garcia, his wife, and James Garcia and severally acknowledged the foregoing instrument to be their free act and deed.

Before me, *C. Donald Emery III*  
C. Donald Emery III  
Notary Public

My Commission Expires: *5/5/99*  
Resident of *Lake* County



STATE OF *Indiana*  
COUNTY OF *Lake* } SS:

Personally appeared the above-named *Frank Munsey*  
*President* of Evangelistic Temple Outreach Ministries of Hammond, Inc. and acknowledged the foregoing instrument to be his free act and deed behalf of said Evangelistic Temple Outreach Ministries of Hammond, Inc.

Before me, *C. Donald Emery III*  
C. Donald Emery III  
Notary Public

My Commission Expires: *5/5/99*  
Resident of *Lake* County

This instrument was prepared by C. Donald Emery, III, Attorney At Law, 9245 Calumet Avenue, Suite 200, Munster, Indiana, 46321.

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