THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT: FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

eller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described estate (including any improvement or improvements now or hereafter located on thin Lake typ, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"): KEY 14-3-27	.b.e					, (hereinafter called "Seller") and	***
the following covenants, tomes and chestionals to the Fire and Seller agrees to Bayer or less. NOT OFFICIAL The Purchase Price and Manner of Payment. The Purchase Price and Manner of Payment. The Purchase Price and Manner of Payment. The Manner of Payment. The purchase price for the Real Estate, Bayer agrees to pay to Seller and Seller agrees to the purchase price in the sum of Seventy-three thousand dollars Dollars (37,000,000) The Manner of Payment. The purchase price shall be paid in the following manner: (a) The Seventy-three thousand dollars Dollars (37,000,000) The Unpaid Purchase Price shall be an interest and be paid in the following manner: (b) The Unpaid Purchase Price shall be paid in the following manner: (c) The Unpaid Purchase Price shall be paid in the following manner: (a) The purchase price in the sum of Twenty-tiped being the state of the purchase price shall be paid in the following manner: (b) The Unpaid Purchase Price shall be paid in the following manner: (c) The Unpaid Purchase Price shall be paid in the following manner: (b) The Unpaid Purchase Price shall be paid in the following manner: (c) The Unpaid Purchase Price shall be paid in the following manner: (d) Buyer price and dependence of the purchase price shall be paid in the following manner: (e) The Unpaid Purchase Price shall be paid in the following manner: (b) The Unpaid Purchase Price shall be paid in the following manner: (c) The Unpaid Purchase Price shall be paid in the following manner: (e) The Unpaid Purchase Price shall be paid in the following manner: (b) The Unpaid Purchase Price shall be paid in the following manner: (c) The Unpaid Purchase Price shall be are increased the shall be paid in the following manner: (d) Buyer shall have a grace period of seven (7) days from the due of the part in the sum of the paid in the following manner: (e) The Unpaid Purchase Price and interest on it shall be paid in the following manner: (e) Each installment received by Seller and interest on it shall be paid	opert	Agnew Meyer			•	, (hereinafter called "Buyer"),
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That amount, as it is reduced by payments and expenses of Buyer properly credited under this Contract, and as it is included by payments and expenses of Seller properly made and incurred under this Contract, is hereinafter called the "Inpair Purchase Price". (b) The Unpaid Purchase Price shall bear interest at the valeur. Six per cent (6 %) per annum. Herest at such rate shall begin to accrue from the date of this Contract, or from the date payments made and costs and expenses incurred by Seller are added to the Unpaid Purchase Price pursuant to this Contract, as may be applicable. (c) The Unpaid Purchase Price and interest on it shall be paid in mental installments in the amount of thousand dollars (dollars	upon the e balance of	execution and deliver f the purchase price	ery of this Contraction the sum of	ct. The receipt of such Twenty FIVE	sum is hereby acknown thousand dol	wledged by Seller, leaving an unpai	id
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and Seller agrees to pay all taxes on the Real Estate due prior to said installment. Buyer, upon written notice to Seller, and at Buyer's expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate. Seller shall forward or cause to be forwarded to Buyer, when received, a copy of all statements for taxes and any assessments on the Real Estate which are payable by Buyer hereunder; and Buyer shall provide to Seller, upon request, evidence of payment of such taxes and assessments.

3.02. 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 Contract, are assessed or charged to the Real Estate. Seller agrees to pay any

1898

other, assessments or charges, to and including the date of this Contract. 3.03. Penalties. The parties hereto agree to pay any penalties, whether in the form of interest or otherwise, in connection with the late ar untimely payment of such taxes, assessments or charges, for which they are responsible under this Section 3. 1.04. Insurance. At all times during the period of this Contract, Buyer shall: (a) keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price, and (b) obtain standard liability insurance with coverages in amounts not less than Fifty Thousand Dollars (\$50,000.00) per person and One Hundred Thousand Dollars (\$100,000.00) per occurrence, and (c) pay premiums on such insurance policies as they become due. Such policies of insurance shall be carried with a company or companies approved by Seller and properly authorized by the State of Indiana to engage in such business. Such policies of insurance shall also be issued in the name of Seller and Buyer, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without at least ten (10) days prior written notice to Seller. Buyer shall provide Seller with such proof of insurance coverage as Seller from time to time shall reasonably request. Except as otherwise agreed in writing, any insurance proceeds received as payment for any loss of, or damage to, the Real Estate covered by such insurance, shall be applied to restoration and repair of the loss or damage in such fashion as Seller reasonably may require, unless such restoration and repair is not economically feasible, or there exists an uncured Event of Default by Buyer under this Contract on the date of receipt of such proceeds. In either of such events, the proceeds may be applied, at Seller's option, toward prepayment of the Unpaid Purchase Price, with any excess to be paid to Buyer. 3.05. Rights of Parties to Perform Other's Covenants. (a) If one of the parties hereto (hereinafter called "Responsible Party") fails to perform any act or to make any payment required by this Section 3, the other party (hereinafter called "Nonresponsible Party") shall have the right at any time and 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 the Nonresponsible Party to perform any act or to make any payment required of the Responsible Party under the terms of this Contract. (b) The exercise of such right by a Nonresponsible Party shall not constitute a release of any obligation of the Responsible Party under this Section 3 or a waiver of any remedy available under this Contract; nor shall such exercise constitute an estoppel to the exercise by a Nonresponsible Party of any right or remedy of his for a subsequent failure by the Responsible Party to perform any act or make any payment required by him under this Section 3. (c) Payments made and all costs and expenses incurred by a Nonresponsible Party in connection with the exercise of such right shall, at his option, either (i) be paid to him by the Responsible Party within thirty (30) days after written demand therefor; or (ii) on the date the next installment payment is due under this Contract, following written notice, be added to the Unpaid Purchase Price, if Buyer is the Responsible Party, or applied to reduce the Unpaid Purchase Price, if Seller is the Responsible Party. (d) In the event a Nonresponsible Party makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the rate provided under Section 1 of this Contract, from the respective dates of making the same, until paid in full, or to the date such amounts are added to, or applied against, the Unpaid Purchase Price. 3.06 Condemnation. From the date hereof, Buyer shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Real Estate for public or quasi-public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Contract by Buyer. Should all or any part of the Real Estate be condemned and sold by court order, or sold under the threat of condemnation to any public or quasi-public body, the net amount received for the damage portion shall be retained by Buyer, and the net amount received for the Real Estate value shall be paid to Selier and applied as a reduction of the Unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall be Buyer's. If Buyer incurs expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expenses and any other applicable costs shall be deducted from the total proceeds to calculate the "net amount" and shall be allocated proportionately between the amount determined as damages and the amount determined for value of the Heal Estate. If no determination is made of separate amounts for damages and Real Estate value, then the net amount shall be divided equally between Buyer and Seller, with Seller's amount to be applied as a reduction of the Unpaid Purchase Price. Section 4. Possession. 4.01. Delivery of Possession. Seller shall deliver to Buyer full and complete possession of the Real Estate on or before ____. After such possession date, Seller shall pay to BuyerBuyer is currently _) per day for each day Seller withholds possession Dollars (\$_ of any portion of the Real Estate from Buyer, and such amount shall be applied to a reduction of the Unpaid Purchase Price. Such payment, however, shall not serve to extend the date upon which possession must be delivered to Buyer. Buyer's right of possession shall continue until terminated pursuant to Section 9. All utilities shall be paid by Seller to the date possession is given. crops. All other crops shall belong to Buyer. Section 5. Evidence of Title. (If title evidence is furnished herewith, strike Subsection 5.02) And House and Charles of the Control X SERVICE RESERVED FOR SECURITY OF STATES xix Real accordance entires acteurs acceptance and all responsitions are acceptanced and acceptance acceptance and acceptance acceptance and acceptance acceptance and acceptance acceptance acceptance and acceptance 5.02. If Buyer is not in default under this Contract, Seller will furnish Buyer: xdaxdebstanotxofcRitius (strike one) An Owner's title insurance policy disclosing marketable title to the Real Estate to a date which is the earlier of (a) a date after execution of this Contract specified by Buyer in a notice to Seller or (b) a date 60 days prior to the date the final payment under this Contract is due. 5.03. Title Insurance. A title insurance policy furnished under this Contract shall be in the amount of the purchase price and

shall be issued by an insurer satisfactory to Buyer.

5.04. Additional Title Evidence. Any additional title evidence shall be at the expense of Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of Seller shall be borne by Seller.

5.05. Conveyance 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 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 the date of this Contract and all taxes and assessments which are Buyer's obligations.

Section 6. Seller's Right to Mortgage the Real Estate.

6.01. Mortgage Loan. Without Buyer's consent and without obligation to Buyer except as set forth in this Section 6, Seller shall have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage(s) on the Real Estate (all instruments evidencing a loan(s) and a mortgage(s) securing it is hereinafter called "Loan"), provided that the terms of each loan do not conflict with the provisions of Section 6 or any other provision of this Contract. Seller shall pay each loan when due.

6.02. Provisions of Loan. Each Loan made by Seller shall:

- (a) be in such principal amount that the aggregate principal balance of all Loans shall not exceed the Unpaid Purchase Price for the Real Estate:
- (b) have total periodic payments which do not exceed the periodic payments by Buyer under this Contract, and shall provide for the regular amortization rate of the principal of Seller's Loan which exceeds the amortization rate of the Unpaid Purchase Price of this Contract:

(c) provide for prepayment in run at Sener a option, whether with or without premium, at any time 5.03. Notice of Loan. Contemporaneously with the execution of a Loan, Seller shall give Buyer written notice and inform Buyer in reasonable detail of the principal amount of the Loan, the name and address of the mortgagee, the installments payable under the Loan, and such other terms as Buyer may reasonably request. 6.04. Default of Loan. In the event of Seller's default of a Loan, Buyer shall have the right, on behalf of Seller, to make loan payments or to cure other defaults. Seller shall, upon written demand of Buyer, pay to Buyer the amount of any such payments and the costs incurred by Buyer in curing other defaults (including in such costs Buyer's attorney fees) plus interest at the rate under this Contract, interest on such amount or costs being computed from date of payment or incurring of such costs until paid, Buyer shall have the option to deduct the amount of such payments, costs, and interest from payments payable under this Contract. 6.05. Releases. Upon payment in full by Buyer of all amounts payable under this Contract, Seller shall pay in full all amounts payable under Loan(s) at the time outstanding and obtain and record, or cause to be recorded, a valid release of Loan(s) so paid. 6.06. Encumbrance. Seller represents that the Real Estate (is) (is not) encumbered with a Loan. If encumbered, Seller represents that the information regarding said Loan is as follows: (a) Name of lender (b) Unpaid balance of Loan. Section 7. Assignment of Contract or Sale of Interest in Real Estate. 7.01. Assignment or Sale. Buyer may not sell or assign this Contract, Buyer's interest therein or Buyer's interest in the Real Estate, without the prior written consent of Seller. Seller agrees to consent to such assignment or sale if (a) such assignment or sale

shall not cause a Loan on the Real Estate to be declared due and payable, or be called for full payment, or subject Seller to an increase in the interest rate of such Loan, and (b) the financial ability of the prospective assignee or purchaser from Buyer is at least equal to that of Buyer.

7.02. Notice of Assignment or Sale. If Buyer wishes to assign Buyer's interest in this Contract or sell Buyer's interest in the Real Estate, Seller shall be furnished in writing a notice containing the full name, address, place of employment, telephone number of the prospective assignee or purchaser from Buyer, as well as a financial statement showing their assets, liabilities and income and expenses. Within fourteen (14) days of such notice, Seller shall either approve or disapprove in writing the assignment or sale based solely on the criteria herein, and if disapproved, specify the reason or reasons for such disapproval. If Seller fails to act within fourteen (14) days after such notice, Seller's approval shall be deemed given.

7.03. Liability. No assignment or sale shall operate to relieve either party from liability hereon.

Section 8. Use of the Real Estate by Buyer; Seller's Right to Inspection.

8.01. Use. The Real Estate (may) (may not) be leased or occupied by persons other than Buyer without prior written consent of Seller, which consent shall not be unreasonably withheld

8.02. Improvements. Buyer may materially after change or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements, only with prior written consent of Seller, which consent shall not be unreasonably withheld. Buyer shall not create, or allow any mechanics, laborers, materialmen, or other creditors of Buyer or an assignee of Buyer to obtain, a lien or attachment against Seller's interest herein. Buyer agrees that the Real Estate and any improvements thereon are, as of the date of this Contract, in good condition, order, and repair, and Buyer shall, at his own expense, maintain the Real Estate and any improvements in as good order and repair as they are in on the date of this Contract, ordinary wear and tear, and acts of God, or public authorities excepted. Buyer shall not compail wester or the Real Estate, and, with respect to occupancy and use, shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction thereof.

8.03. Inspection, Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

8.04. Buyer's Responsibility for Accidents. Buyer assumes all risk and responsibility for injury or damage to person or property arising from Buyer's use and control of the Real Estate and any improvements thereon.

Section 9. Buyer's Default and Seller's Remedies.

9.01. Time: Time is of the essence of this Contract.

9.02. Buyer's Default. Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate.

9.03. Event of Default. The following shall each constitute an Event of Default for purposes of this Contract:

(a) Failure by Buyer for a period of ______days includes than seven (7) days to pay any payment required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.

(b) Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract. (c) Causing or permitting by Buyer of the making of any levy, ceizure or attachment of the Real Estate or any part thereof.

(d) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.

(e) Institution of insolvency proceedings against Buyer, at the adjustment, liquidation, extension or composition or arrangement of debts of Buyer or for any other reliaf under any insolvency law relating to the relief of debtors; or, Buyer's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Real Estate.

(f) Desertion or abandonment by Buyer of any portion of the Real Estate.

- (g) Actual or threatened alteration, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by this Contract.
- (h) Failure by Buyer, for a period of thirty (30) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.

9.04. Seller's Remedies. Upon the occurrence of an Event of Default, Seller shall elect his remedy under Subsection 9.041 or 9.042 (unless Subsection 9.043 is applicable).

9.041. Seller may declare this Contract forfeited and terminated, and upon such 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 eject Buyer and all persons claiming under him. Further, Seller shall have the right to institute legal 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 payment 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 Unpaid Purchase Price 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 Subsection 9.041 (b) above;
- (d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this
 - (e) premiums due and unpaid for insurance which Buyer is obligated to provide under 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 and acts of God or public authorities; and

(g) any other amounts which Buyer is obligated to pay under this Contract; or

9.042. Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same. When all of such sums are paid to Seller, Seller shall convey or cause to be conveyed to Buyer, by Warranty Deed, the Real Estate subject to restrictions and easements of record as of the date of this Contract and all taxes and assessments which are Buyer's obligation.

9.043. In the event Buyer has substantial equity in the Real Estate when an Event of Default occurs, then this Contract shall

be considered the same as a promissory note the same manner that real estate mortgages set forth in Subsection 9.041 or 9.042. If this S Contract to be immediately due and payable Buyer's interest in the Real Estate. The par	are foreclosed un Subsection 9.043 in e, and Seller may ties agree that af	ider Indiana l s applicable, t immediately iter Buyer has	aw and Selle hen Seller ma institute lega paid \$	r may not aver by declare all c al action to fo	ail himself of too of the sums sec oreclose this C of the pu	he remedies cured by this contract and rchase price
(which price means the original purchase pri Estate. 9.05. Seller's Additional Remedies. In ac						
Seller shall be entitled to: (a) Retain (without prejudice to his right tract), as an agreed payment for Buyer's use of and all sums received by Seller as proceeds (b) Request that a receiver be appointed mortgage foreclosures. (c) Enforce any right without relief from	to recover any otl of the Real Estate of insurance or I over the Real I	her sums from prior to the E- as other bene Estate in acco	n Buyer, or to vent of Defau efits or consider ordance with	have any oth lt, all paymen lerations pur	er remedy units made by Br suant to this	der this Con- uyer to Seller Contract.
Section 10. Seller's Default and Buyer's	Remedies.	aring Tali				
10.01. If Seller fails to convey the Real Esta specific performance, in which case Seller herel aw; or Buyer may pursue such other remedy a	te as required by by acknowledges as is available at	that an adeq law or in eq	uate remedy : uity.	for default in	such case doe	s not exist at
10.02. If, after seven (7) days notice from Buform or observe any other of his covenants or a relief as may be available at law or in equity. No set-off or credit to which Buyer may be entitle Contract.	agreements, Buy othing in this sub	er shall be en esection shall	titled to insti interfere with	tute legal act or affect Buy	on against S er's right to a	eller for such ny reduction,
Section 11. General Agreements.						
11.01. If Seller consists of more than one per 11.02. If Buyer consists of more than one per 11.03. Use of the masculine gender in this Cas well.	son, the persons	signing this C	ontract as Bu	yer shall be jo	ointly and sev	erally bound.
11.04. A memorandum of this Contract me	ed					
11.05. Each party is entitled to recover his rights hereunder, including the expenses of pr 11.06. For purposes of listing the Real Esta	eparing any noti	ice of delinqu	ency, whether	or not any	legal action i titleholder" s	is instituted.
used in the Indiana Real Estate License Laws 11.07. The failure or omission of either part	Lake Cou	nty Rec	order!	on any bree	ch of any of t	ha covenante
terms or conditions of this Contract shall not 11.08. Any notices to be given hereunder sh notified, or (2) placed in an envelope directed to Post Office mail box, postage prepaid.	bar or abridge a all be in writing	ny of his righ and deemed	nts or remedi sufficiently s	es upon any iven when (1	subsequent d) served on th	efault. e person to be
Section 12. Additional Covenants.		Langua Vigo	A management	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	and the second s	and the second
	SEGRED!	RSO				
IN WITNESS WHEREOF, Seller and Buy	er have ex ecute	d this Contra	ct in duplica	te on this	62	day of
Calumet naping Bank Trus	95 P3898	DIANALLINA	7/1	/U	γ	diamento ser estable. L
By Delin & Lufe UP+TO	SELLER	030	Trees C	19na	W//C	BUYER
Annua de la companya	SELLER		<u> </u>			BUYER
STATE OF INDIANA		-				BOTER .
COUNTY OF Before nie, a Notaty Public in and for said County an	J Canta an thin	SS: 6th	_dayof	September		ıa 95
personally appeared Robert Agnew Meye	r and Debra	K. Luke,	Vice Pres	ident & T	rust Offi	cer
and acknowledged the execution of the above and for WITNESS my hand and Notarial Seal.	oregoing Contract	for Conditiona Police	Sale of Real	Estate to be h	o voluntary ac	t and deed.
		Roberta	L. Mart		Notary Put	olic
My commission expires: 5/19/97		Resident of	1	Lake	U	County
STATE OF		SS:				
COUNTY OF		.				•
Before me, a Notary Public in and for said County an personally appeared			duy of			,19
and acknowledged the execution of the above and f WITNESS my hand and Notarial Seal.	oregoing Contract	for Conditiona	l Sale of Real	Estate to be h	is voluntary ac	t and deed.
				4	Notary Pul	blic
My commission expires:		Resident of	f		· ·	County

_, Attorney at Law.

This Instrument was prepared by _