

tax mailing address: 8585 Broadway, Merrillville, IN

**FILED** 46410

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SAM ORLICH

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

THIS AGREEMENT made and entered into by and between GEORGE A. ROGGE, of Gary, Indiana, hereinafter called "Seller" and LEROY ROBINSON, JR., hereinafter called "Buyer".

**WITNESSETH:**

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

Lot 11 (except the West 31 feet thereof) and the West 16 feet of Lot 12, Block 6, Hill Terrace, in the City of Gary, as shown in Plat Book 31, page 19, in Lake County, Indiana.

More commonly known as: 1509 E. 50TH PLACE, GARY, IN.

45-447-24



**THE PURCHASE PRICE AND MANNER OF PAYMENT**

1. **THE PURCHASE PRICE:** As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agree to accept from Buyer the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00).
2. The purchase price shall be paid as follows:
  - A. FIFTEEN THOUSAND DOLLARS (\$15,000.00) together with Seven Percent (7%) interest, payable in Sixty (60) equal installments of TWO HUNDRED NINETY SEVEN DOLLARS AND 02/100 CENTS (\$297.02) each month beginning the 30th day of August, 1995 and payable on the last day of each month thereafter until paid in full together with an amount equal to 1/12th of the yearly real estate tax bill on said real estate and 1/12th of the yearly insurance bill on said real estate. At the time of the entering in of this contract 1/12th of the yearly real estate tax equaled \$84.24 and 1/12th of the yearly insurance bill equaled \$31.50 making the initial payment due FOUR HUNDRED TWELVE DOLLARS AND 76/100 CENTS (\$412.76). Said \$412.76 shall be the amount due and owing each month until such time as the Seller notifies the Buyer of any changes in the taxes or insurance which may cause the total monthly to either increase or decrease.

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B. All payments due hereunder shall be made to:

GEORGE A. ROGGE  
1135 N. Union  
Gary, Indiana 46403

or at such place as Seller designates in writing.

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.

III

TAXES AND INSURANCE

Buyer agrees to pay all taxes due and owing as stated above in Paragraph 1, 2(A). Buyer must insure the property for not less than the value of the contract naming the Seller as loss payees. Failure to do so shall be a breach of this contract.

FINAL PAYMENT

Seller covenants and agrees 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 Seller 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 Seller.

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 a lien 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 installments 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 Seller, become immediately payable, and the Seller 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 Seller's right to any other remedy they may have. Seller 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.

**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 Seller may exercise his 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



