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Shannon Brown  
908 Carroll St.  
Hammond, IN 46320

**INSTALLMENT AGREEMENT FOR WARRANTY DEED**

AGREEMENT, made this 4th day of October, 1993, between Fern E. Edwards, Seller, and Nicholas R. Brown and Shannon Brown, Purchaser;

WITNESSETH, that if the Purchaser shall first make the payments and perform the Purchaser's covenants hereunder, the Seller hereby agrees to convey to Purchaser in fee simple by Seller's recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Lake and State of Indiana described as follows:

See attached copy of Survey for legal description

Address of premises: 908 Carroll Street, Hammond, Indiana;

Purchaser hereby covenants and agrees to make payments to the following persons, as assignees of Seller, at the indicated address, until notified of a different address by Seller or assignees:

Henry and Karen Kleschen  
2410 Ewing Avenue  
Evanston, Illinois 60201

of the purchase price of \$27,500 with interest at the rate of 8.0 per cent per annum, payable in 360 monthly installments of \$250 per month, or until the principal is paid in full, due by the 10th day of each month beginning October, 1993.

Possession of the premises shall be delivered to the Purchaser on October 5, 1993.

General real estate taxes, special assessments, special taxes and the insurance referred to in paragraph 3 hereof will be paid by the Seller from the monthly payments of Purchaser described above. Moneys which are paid by the Purchaser and not applied to pay taxes and insurance as described in the previous sentence shall be applied to pay interest due and next to reduce the principal of the purchase price.

It is further expressly understood and agreed between the parties hereto that:

1. The conveyance to be made by Seller shall be expressly subject to the following: (a) the rights of all persons claiming by, through or under Purchaser; (b) easements of record and party walls and party wall agreements, if any, building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; and (c) roads, highways, streets and alleys, if any.
2. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if such Purchaser fails to make any such repairs or suffers or commits waste, Seller may elect but shall not be obligated to make such repairs or eliminate such waste, and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at the rate of 8.0 per cent per annum until paid. Seller and Purchaser hereby acknowledge and agree that the costs

This instrument prepared by and  
after recording return to:

Henry Kleschen  
2410 Ewing Avenue  
Evanston, Illinois 60201

**FILED**

FEB 16 1996

SAM ORLICH  
AUDITOR LAKE COUNTY

96019498

MARGARET EDWARDS  
RECORDED

96 FEB 15 AM 11:18

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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24/00  
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of any such repairs, including without limitation any repairs to the heating and cooling systems, electrical system and plumbing, shall be the sole responsibility of Purchaser. Seller makes no representations or warranties to Purchaser as to the condition or repair of the premises, which are sold to the Buyer as is.

3. Purchaser will not allow the premises to be used for any purpose that will increase the rate of insurance thereon. Purchaser will not and will not allow any dumping or storage of any hazardous materials on the premises. Purchaser shall comply with all ordinances of the City of Hammond, with the rules and orders of the health, fire and police departments thereof. Seller shall keep all buildings at any time on the premises insured in Seller's name against loss by fire, lightning, windstorm and similar risks in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, will be held by the Seller. Payments for loss under such policies shall be used to repair or restore the premises or applied on the purchase price, at the option of the Seller.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or to be against the premises, which shall or may be superior to the rights of the Seller.

5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of the Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of the Seller; and the Purchaser will not lease the premises or any part thereof, for any purpose, without the Seller's prior written consent.

7. No right, title or interest, legal or equitable, in the premises shall vest in the Purchaser until the delivery of the deed as previously described by the Seller, or until the full payment of the purchase price at the times and in the manner provided in this Agreement.

8. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment made or claimed by the Purchaser shall have any force or effect whatsoever unless it shall be endorsed in writing on this Agreement and be signed by the parties hereto.

9. In the case of the failure of the Purchaser to make any of the payments, or any part thereof, or to perform any of the covenants of the Purchaser hereunder, this Agreement shall, at the option of the Seller, be forfeited and determined, and Purchaser shall forfeit all payments made under this Agreement, and such payments shall be kept by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid and the Purchaser shall have no further rights hereunder.

10. All utilities, including without limitation electricity, gas, water, sewer and garbage disposal, shall be the sole responsibility of the Purchaser.

11. The Purchaser may deduct up to \$30.00 per month for 7 months for the cost of purchasing materials to repair and restore the premises. If any such amounts are to be deducted from the monthly payments, copies of the receipts for such materials shall be supplied to Seller along with Purchaser's monthly payment. In no event shall more than \$30.00 be deducted in any one month without the prior written consent of Seller. In no event shall any deductions be taken after the first 7 months of this Agreement without the prior written consent of the Seller.

12. In the event this Agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this Agreement shall be null and void and be so conclusively determined by the filing by the Seller of a written declaration of forfeiture hereof in the Recorder's Office of Lake County, Indiana.

13. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be property of the Seller without liability or obligation on Seller's part to pay Purchaser therefor or for any part thereof.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this Agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgement entered into in any proceeding brought by Seller against Purchaser on or under this Agreement.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of a breach or default, or for any other reason herein contained, have every other remedy given by this Agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and confess judgement against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgement or judgements; Purchaser hereby expressly waiving all right to any notice or demand under any statute in the State of Indiana with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural. This Agreement and the right to payments hereunder may be assigned by Seller, and Seller has so assigned such right to the payments due hereunder to Henry and Karen Kleschen, as joint tenants.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand to Seller and the Purchaser shall be at the following addresses:

Seller: Henry and Karen Kleschen  
2410 Ewing Avenue  
Evanston, Illinois 60201

Buyer: Nicholas R. and Shannon Brown  
908 Carroll Street  
Hammond, Indiana 46320

or at the last known address of such party, shall be sufficient service thereof.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements contained herein shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties and may be enforced and exercised by their attorney or agent. Henry and Karen Kleschen are hereby appointed as the agent for the Seller hereunder, and accept such appointment by signing this Agreement.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller within 10 years of the date of execution of this contract.

21. The Seller shall not be liable for any damage done or caused by or from plumbing, gas, water, steam, other pipes, sewerage or any other part of the premises, or any bursting, leaking or running water or steam, nor for any damage caused by snow, ice or water being on or coming through the roof, nor for any damage or injury arising from any acts or neglect of any owners or occupants of adjacent or contiguous property.

22. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their signatures in triplicate, the day and year first above written.

SELLER.

PURCHASER,

Fern E. Edwards  
Fern E. Edwards

Nicholas R. Brown  
Nicholas R. Brown

Shannon Brown  
Shannon Brown

Signed and delivered in the presence of

F. Henry Kleschen  
Karen L. Kleschen

Payments received on this Agreement and the application of such moneys will be set forth on the attached schedule by the Seller, who shall be the official and conclusive keeper of such records. The Purchaser may request a current copy of such schedule at any time.

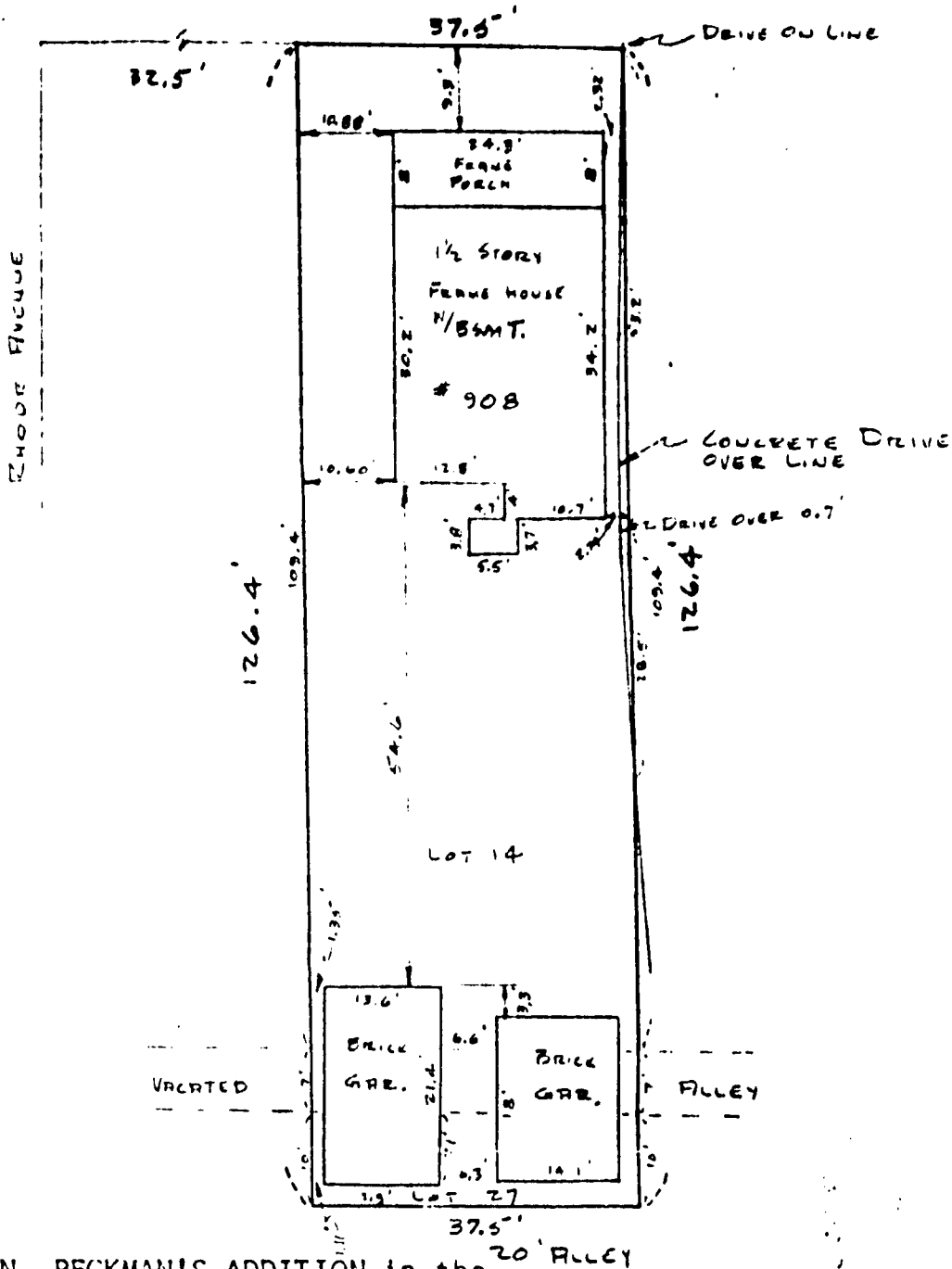
# PLAT OF SURVEY

NAME Kenneth O. & Fern E. EDWARDS

ADDRESS 908 Carroll Street

CITY Hammond, Indiana

CARROLL STREET



Lot 14 in John N. BECKMAN'S ADDITION in the City of Hammond, as same appears in Plat Book 5, page 39, in the Recorder's Office, Lake County, Indiana; ALSO Lot 27 in Block 2 in OAKLAND ADDITION in the City of Hammond, as same appears in Plat Book 6, page 35, in the Recorder's Office, Lake County, Indiana; ALSO the vacated 7-foot alley (vacated by Resolution #652) lying between aforesaid Lot 14 and Lot 27, all in the City of Hammond, Lake County, Indiana.

Key #32-18-18

Scale:

1" = 20'

No dimensions should be assumed by scale measurements upon the plan.

All stakes and markers noted herein should be carefully identified and compared with each other upon the ground by the builder in order to prevent the possibility of error or misunderstanding. All such stakes and markers should be used in connection with all the others and with this plat.

Do not use to locate lot corners. House corners may be located from lot lines, lot corners cannot be reestablished from the house corners.

STATE OF INDIANA  
LAKE COUNTY

This is to certify that I have surveyed the heretofore described property and that the plat herein shown is to the best of my knowledge correctly represents said survey.

By Kenneth O. Edwards  
Engineered Professional Engineer

FAZINERMAN ENGINEERS, Inc.  
ENGINEERS & LAND SURVEYORS

1000 1/2 S. 10th St. Hammond, Indiana

Received on the foregoing Agreement and applied as indicated the following sums  
(interest calculated on the basis of twelve 30 day months):

<u>Date</u>	<u>Taxes and Insurance</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance of Principal Outstanding</u>
10/4/94				\$27,500.00
11/5/94	-	\$ 189.41	\$ 310.59 (1)	27,189.41
12/10/94	-	211.47	38.53 (2)	27,150.88
01/06/94	-	156.87	93.13 (2)	27,057.75
02/04/94	-	168.36	81.64 (2)	26,976.11

- (1) Received two payments of \$220 each (\$250 minus \$30 credit provided for in paragraph 11 of Installment Agreement), gave credit for two payments of \$250 each.
- (2) Received \$220, gave credit for payment of \$250.

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Fern E. Edwards, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26 day of February, 1994.

Shermetta R. O'Connell  
Notary Public **SHERMETTA R. O'CONNELL**  
My Commission Expires **7/27/97**

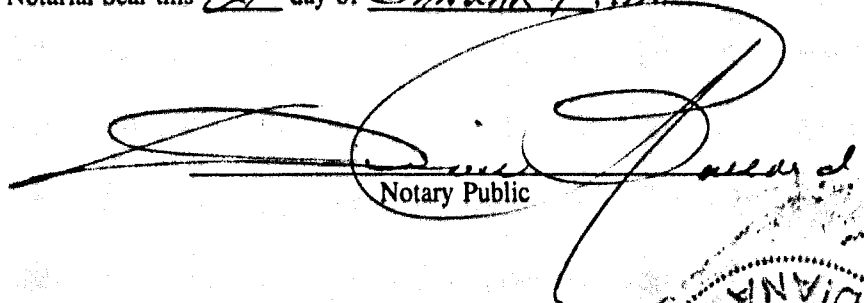
My commission expires: **County of Residence: LAKE**

7-27-97

STATE OF INDIANA )  
                          ) SS  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nicholas R. Brown and Shannon Brown, respectively, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of JANUARY, 1994.

  
Notary Public

My commission expires:

8-7-96

DENISE BALLARD  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. AUG. 7, 1996

