

8740 Patterson.
St John 46373

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

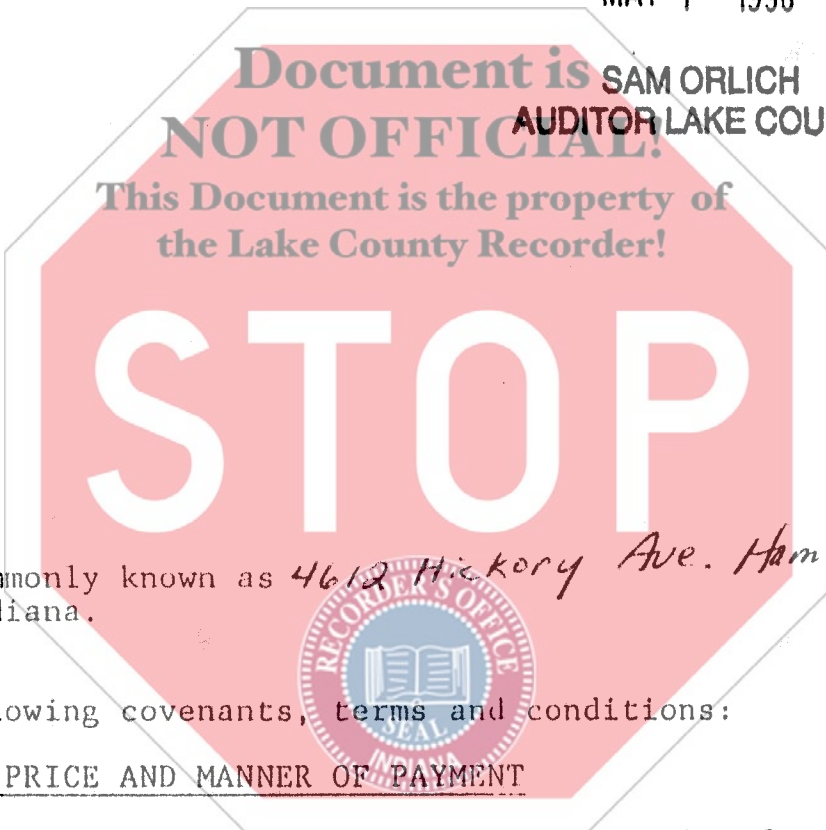
THIS CONTRACT, made and entered into by and between Stephen Michael and Casie C. Hastings hereinafter referred to as "Seller" and Jerry Bishop hereinafter referred to as "Buyer",

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 (including any improvement or improvements now or hereafter located on it) in Lake County, Indiana (such real estate, including improvements, being hereinafter called the "Real Estate"): Lot 15 and 16 Block 5 Towle and Avery's Addition.

FILED #36-212-14

MAY 1 1996



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Commonly known as 4612 Hickory Ave. Hammond Indiana.

upon the following covenants, terms and conditions:

I. 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 agrees to accept from Buyer the sum of sixty six thousand six hundred dollars (\$66,600)

2. The Manner of Payment. The purchase price shall be paid in the following manner:

A. The sum of one thousand (\$1000) Dollars upon the execution and delivery of this Contract. The receipt of such sum is hereby acknowledged by Seller leaving an unpaid balance of the purchase price in the sum of Dollars.

That amount, as it is reduced by payments and expenses of Buyer properly credited under this Contract, and as it is increased by payments and expenses of Seller properly made and incurred under this Contract, is hereinafter called the "Unpaid Purchase Price".

B. The Unpaid Purchase Price shall bear interest at the rate of Ten (10%) per cent per annum. Interest at such rate

STATE OF INDIANA
LAKE COUNTY
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RECORDER

Handwritten initials/signature

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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 monthly installments of *five hundred seventy seven dollars and sixty nine cents (\$577.69)*, beginning on the 15th day of MAY 1995. Subsequent installments shall be paid on the same day of each month thereafter until April of the year 2000 at which time the Unpaid Purchase Price, with accrued but unpaid interest, shall be paid in full.

D. Buyer shall have a grace period of five (5) days from the due date of any installment required under this contract within which to pay such installment. If such installment is not actually posted by Seller within the grace period, then a late charge in a sum equal to five percent (5%) of such installment shall accrue and be immediately due and payable.

E. Each installment received by Seller shall be applied: first to accrued late charges, then to interest accrued to the due date of such installment, and then to the reduction of the Unpaid Purchase Price. Interest shall be computed in arrears.

F. Each payment under this Contract shall be sent to Seller at the following address: 4306 Henry Ave. Hammond, In. 46327 or at such other address as Seller shall designate in writing. 932-7837

G. Buyer shall have the privilege of prepayment of any portions of any amount due under this Contract.

II. TAXES, ASSESSMENTS, INSURANCE AND CONDEMNATION

1. Taxes. In addition to the monthly payments of *(575.69)* due on the 15th day of each month throughout the term of this agreement, a sum equal to one-twelfth of the amount of the annual taxes, for the previous year is to be added to such payment. With this amount the Seller agrees to pay and discharge any taxes due during the term of this Contract and prorated to the date of the conveyance of deed to the Buyer. The Buyer hereby agrees to be solely liable for taxes due for the year in which deed to this property is conveyed to the Buyer minus the Seller's prorated share and all taxes thereafter.

2. 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 such assessments or charges, to and including the date of this Contract.

3. Penalties. The parties hereto agree to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments, or charges, for which they are responsible under this Section 3.

4. Insurance. The Buyer agrees to keep the improvements included in the Real Estate insured under fire and extended coverage policies and to pay all premiums on such insurance policies as they become due. Such insurance shall be carried in an amount equal to at least 95% of the replacement value of the improvements, but in no event less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of the Seller and the Buyer, as their respective interests may appear, and Buyer shall provide the Seller with a certificate of insurance coverage as described herein as of the date of this Contract and not less than thirty days prior

to each anniversary date of this contract. In the event of a fire or other casualty resulting in payment under the policy of insurance or replacement exceeds the amount in escrow, the Buyer shall add an amount to the escrow which is sufficient to make payment in full before any part of the escrow shall be disbursed.

The Buyer shall purchase, and pay for and maintain and enforce an insurance policy including general and comprehensive liability for bodily injury and property damage with minimum limits of \$100,000.00 per occurrence for the property described in this contract. Such insurance policy shall be issued in the name of the Buyer and the Seller, as their respective interest may appear, and the Buyer shall provide the Seller with a certificate of such insurance coverage as of the date of this contract, and not less than thirty days prior to each anniversary date hereafter.

5. 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 5, 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 5 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 5.

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 same until paid in full or to the date such amounts are added to or applied against the Unpaid Purchase Price.

6. 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 Seller 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 Real 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.

III. POSSESSION

1. Delivery of Possession. Seller shall deliver to Buyer full and complete possession of the Real Estate on the date after the date of execution of this Contract. 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.

IV. EVIDENCE OF TITLE *Title insurance policy to be provided to Buyer upon pursuing individual financing.*

1. ~~Seller has furnished Buyer a Contract Purchaser's Title Insurance Policy in the amount of the Purchase Price by an insurer satisfactory to Buyer, disclosing marketable title to the Real Estate to _____ subject, nevertheless, to the following exceptions: none, other than those set forth in said policy.~~

2. 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.

V. ENCUMBRANCES

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: People's Bank
B. Unpaid Balance of Loan: \$1772.00

VI. ASSIGNMENT OF CONTRACT OR SALE OF INTEREST IN REAL ESTATE

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 which consent shall not be unreasonably withheld.

VII. USE OF THE REAL ESTATE BY BUYER; SELLER'S RIGHT TO INSPECTION

1. Use. The Real Estate may be leased or occupied by persons other than Buyer without prior written consent of Seller.

2. Improvements. Buyer may materially alter, 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, laborer, 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 commit

waste on 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.

3. 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.

VIII. BUYER'S DEFAULT AND SELLER'S REMEDIES

Time shall be of the essence in this Contract.

Subject to the notice provisions provided herein, if Buyer fails, neglects or refuses to make any payment under this Contract when due or to perform any of Buyer's covenants, terms and conditions when and as required under this Contract:

1. Termination. Seller shall have the right to declare this Contract forfeited and terminated, and upon such a delcaration, all rights, title and interest of Buyer in and to the real estate shall immediately cease and Buyer shall then be considered a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the real estate and to evict Buyer and all persons claiming under him; subject to Buyer's right to claim relief from forfeiture; provided, however, 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 secured by a real estate mortgage and Seller's remedy shall be that of foreclosure, in the same manner that real estate mortgages are foreclosed under Indiana law.

2. Litigation. Separately or in conjunction with its right under item A. above, as Seller may elect, Seller shall have the right to file in a court of competent jurisdiction an 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 installments 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 principal 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 duplicate recovery of any interest which would be included under item B.2. above;
- D. due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract;
- E. premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this Contract;
- F. the reasonable cost of repair of any physical damage or waste to the real estate other than damage or caused by ordinary wear and tear, acts of God and public authorities;
- G. any other amounts (other than payment of the purchase price) which Buyer is obligated to pay under this Contract.

3. Other Remedies. In addition to any other remedy under this Contract, Seller shall have such other remedies as are available at law or in equity.

4. Retention of Payments. In any case Seller shall have the right to retain (without prejudice to its right to recover any other sums from Buyer, or to have any other remedy, under this Contract) all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits of considerations, in each case made or received under this Contract; subject to Buyer's right to claim relief from forfeiture.

5. Remedies Non-Exclusive. The exercise or attempted exercise by the Seller of any right or remedy available under this Contract shall not preclude the Seller from exercising any other right or remedy so available, nor shall such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and in addition to any other right or remedy available under this Contract.

6. Interest and Attorney Fees. All sums payable under this Contract are payable with accrued interest and without relief from valuation or appraisal laws. In addition to any other sums, a nondefaulting party shall be entitled to be paid reasonable attorney fees and collection costs incurred in enforcing the terms of this Contract against a defaulting party.

7. Non-Waiver. The failure or omission of the Seller to enforce any of his rights or remedies upon any breach of any of the covenants, terms, or conditions of this Contract shall not bar or abridge any of its rights or remedies upon any subsequent default.

8. Notice of Default. Before Seller shall pursue any of its rights or remedies under this Article VIII, it shall first give the Buyer written notice of the default complained of and Buyer shall have forty-five (45) days from the posting of such notice to correct any default; provided, however, five (5) days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer under this Contract.

IX. SELLER'S DEFAULT AND BUYER'S REMEDIES

1. If Seller fails to convey the Real Estate as required by this Contract, Buyer may institute legal action against Seller for specific performance, in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist at law; or Buyer may pursue such other remedy as is available at law or in equity.

2. If, after ten (10) days notice from Buyer, Seller fails to make any payment required or him under this Contract or to perform or observe any other of his covenants or agreements, Buyer shall be entitled to institute legal action against Seller for such relief as may be available at law or in equity. Nothing in this subsection shall interfere with or affect Buyer's right to any reduction, set-off or credit to which Buyer may be entitled in the event of Seller's failure to pay amounts required of him pursuant to this Contract.

X. GENERAL AGREEMENTS

1. If Seller consists of more than one person, the persons signing this Contract as Seller shall be jointly and severally bound.

2. If Buyer consists of more than one person, the persons signing this Contract as Buyers shall be jointly and severally bound.

3. Use of the masculine gender in this Contract shall comprehend, as appropriate, the feminine gender or the neuter gender as well. All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the party(ies).

4. A memorandum of this Contract may be recorded and shall be adequate notice of the provisions of this Contract as though the entire instrument had been recorded.

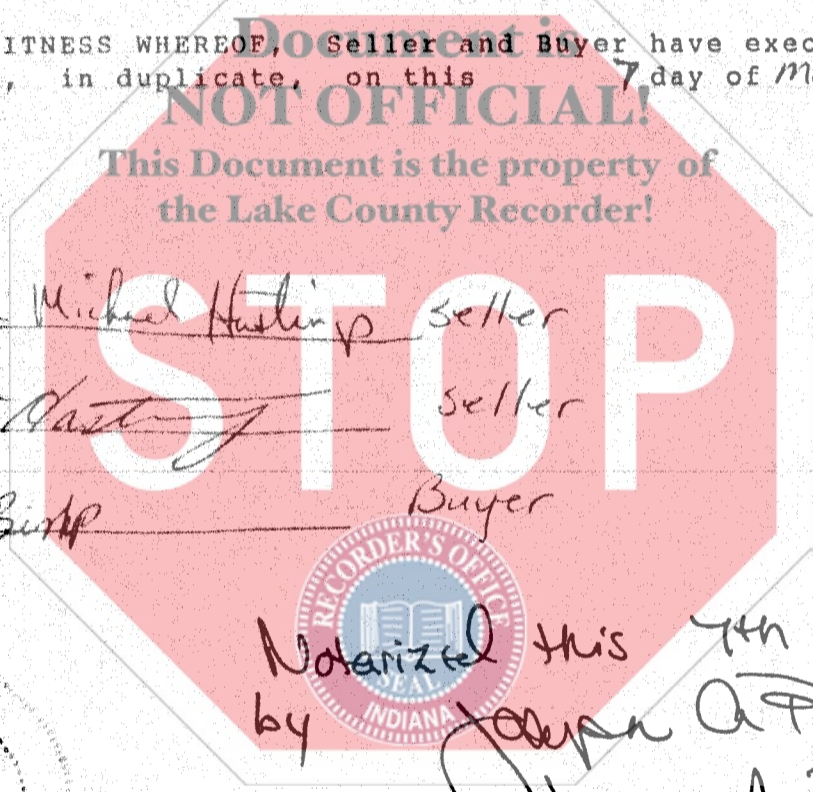
5. Each party is entitled to recover his reasonable attorney fees, costs, and expenses incurred by reason of enforcing his rights hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.

6. For purposes of listing the Real Estate for sale by Buyer, Buyer shall be deemed to be the "fee titleholder" as this term is used in the Indiana Real Estate License Laws.

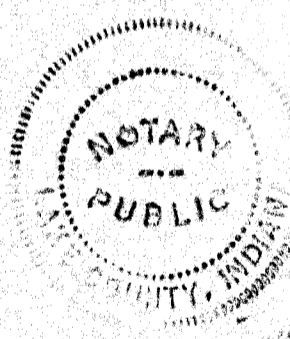
7. The failure or omission of either party to enforce any of his rights or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of his rights or remedies upon any subsequent default.

8. Any notices to be given hereunder shall be in writing and deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box, postage prepaid.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract, in duplicate, on this 7 day of May, 1995.



X Stephen Michael Hastings seller
X Paul Hartung seller
X Jung Birk Buyer



Notarized this 7th day of May
by Joseph A. Rogowski
Joseph A. Rogowski

Lake County
expires 6-20-97