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INSTALLMENT LAND CONTRACT MORRIS W. CARTER
RECORDER

THIS AGREEMENT, made and entered into by and between ANDREW ORTO and JUDITH ORTO, and RICHARD P. BRYANT and HELGA BRYANT, Husband and Wife, hereinafter referred to as "Seller" and RANDALL JORCZAK and ROBYN JOHNSTON, hereinafter referred to as "Purchaser".

W I T N E S S E T H:

Seller hereby agrees to and does sell to Purchaser and Purchaser hereby agrees to and does purchase from Seller, the real estate and improvements located at 6408 Nebraska, Hammond, Indiana, and more particularly described as follows:

Lot 2, except the North 24.5 feet thereof, all of Lot 3 and Lot 4, except the South 4.5 feet thereof, all in Block 3 of I.F. Pritchard's Second Addition to the City of Hammond as shown in Plat Book 11, page 28 in the Office of the Recorder of Lake County, Indiana.

upon the following covenants, terms and conditions.

THE PURCHASE PRICE AND MANNER OF PAYMENT

1. The Purchase Price. As the purchase price for the real estate, Purchaser agrees to pay to Seller and Seller agrees to accept from Purchaser the sum of Fifty Thousand & NO/100 (\$50,000.00) without relief from valuation or appraisal laws, and with attorney's fees.

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

(a) The sum of Five Hundred Seventy Five Dollars (\$575.00) paid as deposit shall be considered earnest money deposit that has heretofore been paid by Purchaser to Seller, the receipt of such sum is hereby acknowledged by Seller.

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(b) The additional sum of Four Thousand Four Hundred Twenty Five Dollars (\$4,425.00) representing the balance of the downpayment shall be paid by the Purchaser to Seller at the time of execution and delivery of this instrument.

(c) The unpaid balance of the purchase price, being the sum of Forty Five Thousand Dollars & NO/100 shall be paid in consecutive monthly installments of Four Hundred Fifty Six Dollars & 42/100 (\$456.42) including principal and simple interest at the rate of 9 per annum, in addition thereto the Purchaser shall pay the sum of One Hundred Thirty Dollars & 00/100 (\$130.00) per month to the escrow account for taxes and insurance, or such other sum as hereinafter recomputed by Mortgagor.

(d) Said monthly installments shall commence on the 1st of October, 1994 and continue in like manner on the 1st day of each month thereafter for One Hundred Eighty (180) consecutive months.

(e) All payments due hereunder by Purchaser shall be paid to 7946 Hawthorne Place, Dyer, IN 46311.

PRE-PAYMENT OF THE PURCHASE PRICE

The Purchaser shall have the privilege of pre-paying at any time any sum or sums in addition to the monthly payments herein required.

III.

TAXES, RENTS, ASSESSMENTS AND INSURANCE

1. Taxes. Real Estate taxes shall be pro-rated to date of closing.

2. Assessments. Purchaser agrees to pay all assessments for municipal or other public improvement completed after the date hereof.

3. Insurance. Purchaser agrees to keep the improvements on said real estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Such insurance shall be carried in a company or companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Purchaser, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this agreement.

Purchaser further agrees to maintain liability insurance on said premises in the minimum amount of \$300,000.00 per occurrence for death or personal injury and \$50,000.00 for property damage.

4. If the purchaser fails to take out or pay for insurance provided for herein or to make any payment of taxes or assessments herein provided for him to pay, the Seller may, without notice, pay the same when due and add such amount to the principal of this contract, and such amount shall bear interest from the date of payment at the rate and in the manner provided for other principal of this contract, provided that the exercise of this right of payment by the Seller on any occasion shall not waive his right to declare a termination of this contract for failure to perform the same.

IV.

POSSESSION

Seller shall deliver to purchaser full and complete possession of the real estate and improvements located thereon on date of execution and signing of this contract.

V.

EVIDENCE OF TITLE AND WARRANTY DEED

The Seller shall deliver to purchaser a guaranteed title insurance policy in the amount of the purchase price after payment in full of the purchase price.

The Seller covenants and agrees with the Purchaser that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the Purchaser of all his covenants and agreements herein made, that he, the Seller, will convey or cause to be conveyed to the Purchaser, by Warranty Deed, the above described real estate subject only to standard exceptions.

VI.

SELLER'S RIGHT TO MORTGAGE THE REAL ESTATE

Seller shall have the right to obtain, without purchaser's consent, a loan secured by mortgage on the real estate, and the right to renew any such mortgage loan. Seller agrees to, and shall inform Purchaser any time Seller borrows additional money, using this real estate as security. Seller agrees, however, that the balance due in respect of any such mortgage loan shall never exceed the unpaid balance of the purchase price due hereunder. If Seller encumbers the real estate by a mortgage, Purchaser shall have the right to make any omitted payment or payments and to deduct the amount thereof from the next payment or payments due under this contract. Seller agrees, however, that he will pay any such mortgage loan when due or at such time as Purchaser pays in full the unpaid purchase price hereunder.

VII.

ASSIGNMENT OF CONTRACT

The Purchaser may not sell or assign this contract, the Purchaser's interest therein, or the Purchaser's interest in the real estate, without the written consent of the Seller, provided however, any consent herein required shall not be reasonably withheld, and provided that no assignment hereof shall operate to relieve either party from liability hereon.

USE OF THE REAL ESTATE BY PURCHASERS, SELLER'S RIGHT TO INSPECTION AND PURCHASER'S RESPONSIBILITY FOR INJURIES

1. Purchaser may make alterations, changes and make additional improvements only with the written consent of the Seller having first been obtained. Purchaser shall use the real estate and the improvements thereon carefully, and shall keep the same in good repair 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 Purchaser or of an assignee of the Purchaser to obtain a lien or attachment against Seller's interest herein. Purchaser shall not commit waste on the real estate. In his occupancy of the real estate, the Purchaser shall comply with all laws, ordinances, and regulations of the United States of America, the State of Indiana, the County of Lake, and the City of Hammond. In the event of the Purchaser's breach of this covenant and a re-entry by Seller, as hereinafter provided, the purchaser shall deliver the real estate and the improvements thereon to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. Seller's Right of Inspection. Seller shall have the right

to enter and inspect the real estate and the improvements thereon at any reasonable time.

3. Purchaser's Responsibility for Accidents. As a part of the consideration hereof, Purchaser 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 the improvements thereon, and Purchaser agrees to save and indemnify Seller from any and all claims arising out of injuries on the premises which are not occasioned or a result of the negligence or fault of the Seller.

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SELLER'S REMEDIES ON PURCHASER'S DEFAULT

Time shall be of the essence of this agreement.

In case of failure of the Purchaser to make any of the payments as they become due, or any part thereof, or perform any of Purchaser's covenants, this contract shall, at the option of the Seller, be forfeited and terminated and all payments theretofore made shall be retained by the Seller as rent for the use of said premises, and Seller shall have the right to re-enter and take possession of the premises aforesaid and in addition, may recover any loss or damage which the Seller may sustain by reason of any default, or the Seller may sue and recover all of said purchase money which, at the option of the Seller, shall become immediately due and payable. All sums payable hereunder are payable with attorney fees, without relief from valuation or appraisement laws. The failure or omission of the Seller to enforce his rights upon any breach of any of the terms or conditions of this agreement shall not bar or abridge his rights upon any subsequent default.

Seller shall not have the right to cancel this contract for nonpayment of any monthly payment prior to the expiration of Sixty (60) days from the date of such payment, provided however, Seller shall be entitled to collect from Purchaser a late charge on each payment more than five (5) days overdue; said late charge being 4% of the total monthly payment due hereunder including said escrow reserve, in addition to the interest hereinabove provided for.

Provided however, the failure of Purchaser to comply with all laws, ordinances and regulations of the United States of America, the State of Indiana, the County of Lake, and the City of Hammond shall not result in a forfeiture or termination of this contract unless said Purchaser fails to remedy said non-compliance within 30 days after Seller gives Purchaser written notice of the non-compliance. Said 30 day limitation shall be reduced to 5 days for all types of non-compliance which materially affect Sellers interest in this contract.

GENERAL AGREEMENT OF PARTIES

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 plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be 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, the parties have signed their names

this _____ day of _____, 1994.

SELLER:

PURCHASER

Andrew Orto
Andrew Orto

Randall Jorczak
Randall Jorczak

Judith Orto

Robyn Johnston

Richard P. Bryant
Richard P. Bryant

Helga J. Bryant
Helga J. Bryant

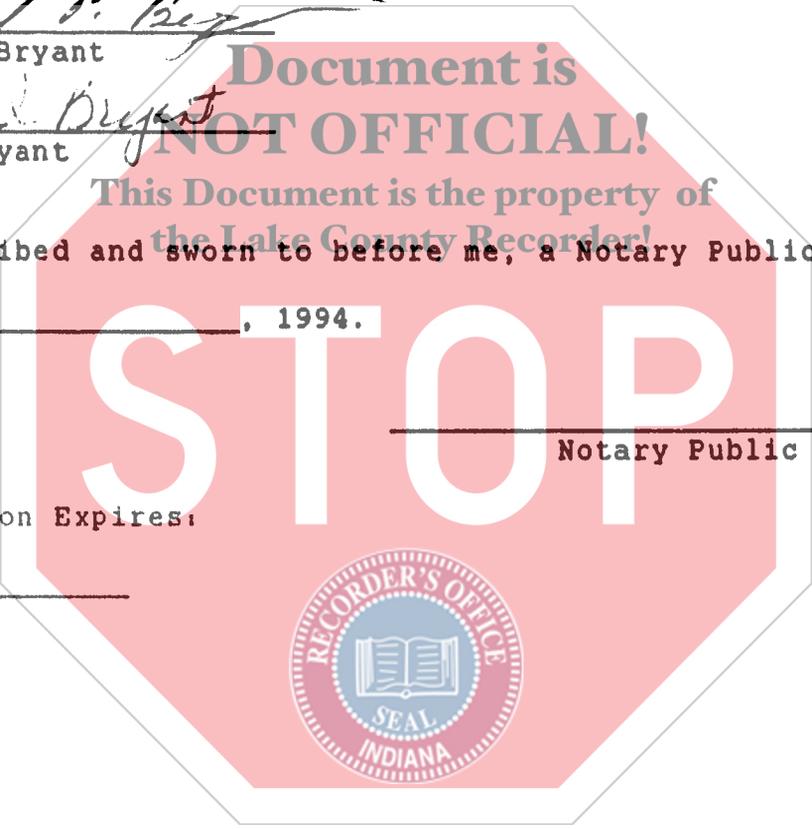
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Subscribed and sworn to before me, a Notary Public, this _____
day of _____, 1994.

Notary Public

My Commission Expires:



RIDER

This Rider incorporated into and made a part of the land contract wherein Sellers Andrew Orto and Judith Orto and Richard P. Bryant and Helga I. Bryant, Husband and Wife and Randall Jorczyk and Robyn Johnston.

It is agreed by and between the Sellers and Purchasers that the Purchasers take full responsibility of any and all repairs of said property.

Exception: If purchaser replaces roof with proof or purchase and he defaults and loses possession of property, 50% of the cost of roof replacement, with a maximum of \$1,500.00 will be returned to purchaser after vacating premises, for a maximum of five years from date of purchase.

Randall Jorczyk

Richard P. Bryant

Andrew Orto

Helga I. Bryant

Dated 10/16/94

