

PURCHASE AGREEMENT

1 Date: 10-16-95
2 Purchaser agrees to buy real estate (the "Property") known as 2840 JAMES DR Dyer, IN
3 in St. John Township, LAKE County, Indiana, 46511 Zip Code, which is legally described as;
4 TO FOLLOW AS LOT 17, SHILLING'S FOURTH ADDITION TO DYER AS SHOWN IN
5 PLATBOOK 37 PAGE 78 AND AS AMENDED BY CORRECTIVE PLAT IN PLAT BOOK 39, PAGE 17, IN
6 in accordance with the terms and conditions set forth below in this Purchase Agreement (the "Agreement") LAKE COUNTY, INDIANA

7 A. PURCHASE PRICE: Two thousand four hundred seventy Dollars (\$ 24,700.00)

8 B. IMPROVEMENTS AND FIXTURES: The above price includes all improvements permanently installed and affixed, such as, but not limited to, electrical and/or gas
9 fixtures, heating equipment and all attachments thereto, gas grills, incinerators, window shades, curtain rods, drapery poles and fixtures, awnings, TV antennas, all
10 landscaping, mailbox, garage door opener with control(s), ceiling fans, smoke alarms, mini barns/storage sheds, satellite dish with control(s). The Property has been
11 inspected and accepted by the Purchaser "as is" in its present condition and shall be delivered in such present condition to Purchaser at the time of possession, free
12 of all liens and encumbrances except as otherwise provided herein. Acceptance of this Agreement by the Seller shall constitute a warranty that all of the articles, fixtures,
13 accessories and appliances above described are fully paid for or will be fully paid for by the Seller prior to closing of the transaction.

14 C. METHOD OF PAYMENT: Mark (x) in appropriate box below.
15 [] 1. CASH: The entire purchase price shall be paid in cash by certified or cashier's check at the time of closing the transaction. No financing is required.
16 [] 2. NEW MORTGAGE: Completion of this transaction shall be contingent upon Purchaser's ability to obtain a [] Conventional [] Insured Conventional [] FHA
17 [] VA first mortgage loan upon said real estate in an amount not to exceed \$. Purchaser shall pay all costs of obtaining financing, except
18 seller shall pay any applicable discount points/service fees not to exceed % of actual mortgage amount.
19 [] 3. ASSUMPTION (See Financing Addendum)
20 [X] 4. CONDITIONAL SALES CONTRACT (See Financing Addendum)
21 [] 5. OTHER METHOD OF PAYMENT (See Financing Addendum)

22 D. TIME FOR OBTAINING FINANCING: Purchaser agrees to make application(s) for any financing necessary to complete this transaction, or for approval to assume the
23 unpaid balance of the existing mortgage within days after the acceptance of this Agreement and to make a diligent effort to obtain financing in cooperation
24 with the Broker and Seller. No more than days after the acceptance of this Agreement shall be allowed for obtaining favorable commitment(s) or mortgage
25 assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate, with a return of earnest money
26 Purchaser, unless an extension of time for this purpose is mutually agreed to in writing.

27 E. CLOSING DATE: Mark (x) in appropriate box. Closing date shall be [] on or before 19 [] with days
28 after mortgage proceeds are ready to be paid out in case of paragraph above. Reasonable extension of time shall be allowed for correcting any defects in title,
29 for Purchaser's lender to disburse funds, for correcting defects in the Property noted in any inspection report, and for correcting any encroachment problem revealed
30 in the survey.

31 F. POSSESSION: Seller agrees to surrender possession of the premises on or before ; during such time as Seller remains
32 in possession after closing, they shall be responsible for their own heat and utilities and in addition thereto shall pay to the Purchaser the sum of
33 Dollars (\$) per day as a charge for use and occupancy of said premises. Failure of Seller
34 to surrender possession as specified shall not make the Seller a tenant of Purchaser, but in such event Seller shall then be obligated to pay Purchaser
35 Dollars (\$) per day as liquidated damages for each day Seller holds over, and this provision
36 shall not deprive Purchaser of any other legal or equitable remedy available under the law. To enforce this possession agreement, the Seller shall deposit with Seller's
37 agent from the proceeds of the sale the sum of Dollars (\$) to pay therefrom all monies due
38 Purchaser for use, occupancy and/or liquidated damages; the balance if any shall then be refunded to the Seller.

39 G. MISCELLANEOUS PROVISIONS: The transaction shall be closed in accordance with the following:
40 1. Conveyance of this Property shall be by general Warranty Deed, or by Deed, subject to all special exceptions which will be contained
41 in the title insurance policy, unless otherwise agreed to herein.
42 2. The price and terms of financing on a closed sale shall be disseminated to members of the Greater Northwest Indiana Association of REALTORS®, Inc., to other
43 Brokers upon request, and may be published in the Association's Comparable Market Data Service.
44 3. FLOOD INSURANCE: If it is determined that this real estate is located in a flood plain area, and/or flood insurance is required by the lender, then Purchaser hereby
45 agrees to provide such required insurance.
46 4. All Agency Disclosures, Addendums and Contingency Addendums attached [] Yes [] No Number of Attachments .
47 5. Seller represents and warrants that Seller is not a "Foreign Person" (individual or entity) and therefore is not subject to the Foreign Investment in Real Property
48 Tax Act.
49 6. If a party to this Agreement, his agent or his lender, requires that this transaction be closed by a title company, a mortgage broker, an attorney, or any other third
50 party which will result in a fee being charged for the settlement/closing, such fee shall be paid equally by Seller and Purchaser.

51 H. FURTHER CONDITIONS:
52
53

54 I. INDEPENDENT INSPECTIONS: Mark (x) in appropriate box below. Purchaser is aware that independent inspections disclosing the condition of the Property are
55 available, and has been afforded the opportunity to require such inspections as a condition of this Agreement. However, should Purchaser waive independent inspections
56 and rely upon the condition of the Property based upon Purchaser's examination, Purchaser releases the Seller and all cooperating brokers and their sales associates
57 representing the Seller and all brokers and their sales associates representing the Purchaser from any and all liability relating to any defect or deficiency affecting the
58 Property, which waiver shall survive the closing. (This paragraph shall not be applicable if Seller and Purchaser have signed an Independent Inspection Addendum.)
59 [] 1. Independent Inspection Addendum attached. [X] 2. Purchaser waives right to inspections.

60 J. HOME PROTECTION PLANS: Mark (x) in appropriate box. Purchaser has been informed that home protection plans are available. If not already provided by Seller,
61 Purchaser elects [] to order at Purchaser's expense OR [X] to waive Home Protection Plan

62 K. TAXES, ASSESSMENTS AND PRO-RATIONS: Real property taxes and personal property taxes (if applicable) shall be pro-rated as of the date of closing unless
63 otherwise herein provided. That is to say, Seller shall be charged with and pay taxes on the real estate and improvements and personal property (if applicable) covered
64 by this Agreement that are payable in the current year and for that portion of taxes payable the following year calculated as of the date of closing, and Purchaser shall
65 pay all taxes subsequent thereto. Pro-ration shall be on the basis of the current tax rate and assessed valuation as of the date of closing and shall be done on a calendar
66 year basis. Seller shall be charged with and shall pay all assessments for municipal improvements becoming a lien after the acceptance of this Agreement including
67 all unpaid installments thereof for public improvements that either were commenced to be installed or were installed prior to the date of Purchaser's written agreement;
68 and any other such assessments shall be Purchaser's obligation. Rents, water and sewer charges, ditch assessments, and dues and assessments of the Owners'
69 Association, and interest on assumed mortgage indebtedness, if any, shall be pro-rated as of the date of closing unless otherwise herein provided. Security deposits,
70 if any, shall be transferred to the Purchaser. Seller will notify tenants of transfer of security deposit by certified mail.

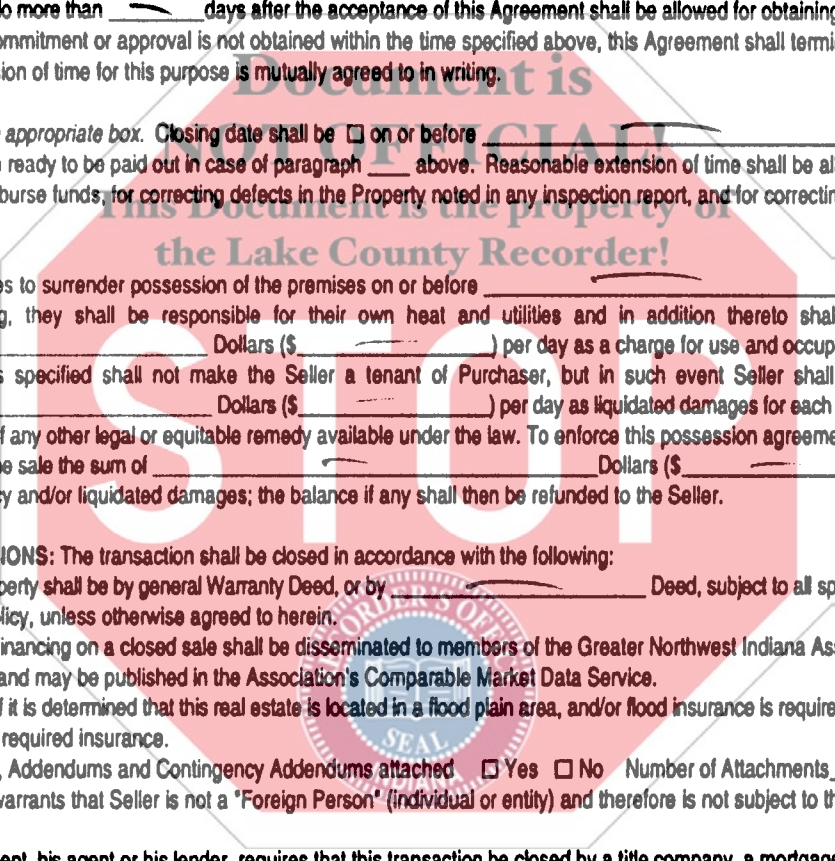
71 SELLER (print) HERBERT E & MARIE K. PUPPE
72 PURCHASER (print) HERBERT E & Cheryl A. PUPPE

Initials: Seller [Signature] Purchaser [Signature]

13,000
55 CS

917020222

LAKE COUNTY
RECORDED
APR 17 2:00 PM
OFFICE OF CLERK



73 L. TITLE EVIDENCE: Purchaser shall be furnished a commitment for an owner's title insurance policy in the current form of ALTA Owner's Policy without extended coverage
74 of any type to insure Purchaser a marketable title in the Property in the amount of the purchase price. All expense of obtaining such title insurance commitment and policy
75 shall be paid by Seller, except that the expense of later dating the title commitment after closing and recording fees unrelated to Seller's obligations herein shall be paid
76 by the Purchaser. All expense of obtaining a mortgagee's title insurance policy and all expense of special endorsements to the owner's title insurance policy required
77 by Purchaser or Purchaser's lender shall be paid by Purchaser. Seller shall make a reasonable effort to remove encumbrances and cure defects in title which make it
78 unmarketable, but if such reasonable effort is unsuccessful, this Agreement shall be deemed terminated with no further liability on either Seller or Purchaser. In the event
79 of a Contract Sale, Seller shall provide evidence of title at time of closing or shall deliver said binder for title insurance upon delivery of General Warranty Deed.

80 M. SURVEY: Mark (x) in appropriate box. Purchaser shall receive a Surveyor Location Report, which is a survey where corner markers are not set Boundary
81 Survey, which is a survey where corner markers of the Property are set prior to the closing and certified as of a current date, at Purchaser's Seller's expense.
82 The survey shall show the location of all improvements and easements of record. If the survey shows that any of Seller's improvements encroach on any adjoining
83 property or violate any setback requirements, or that any improvements of any adjoining property encroach on the Seller's Property, and if any such encroachment
84 problem cannot be corrected or insured over in the title policy referred to in paragraph L of this Agreement, at Seller's expense, within thirty (30) days, Purchaser has
85 the option to proceed to closing or terminate this Agreement.

86 N. RISK OF LOSS: All risks of ownership and loss, whether by fire, vandalism, theft, casualty or otherwise, shall belong to Seller until closing, as well as all rights of Seller's
87 insurance. In the event there is any damage to the Property which has not been restored prior to closing, Purchaser shall have the right to rescind this Agreement or
88 to complete the sale and have the insurance proceeds on account of such damage applied against the purchase price or if no proceeds have been collected by closing,
89 Purchaser has the option to take an assignment of Seller's right to collect such proceeds. It is the Purchaser's responsibility to provide hazard insurance coverage as
90 of the date of closing.

91 O. MAINTENANCE OF PROPERTY: Seller shall maintain the condition of the Property and related equipment until possession thereof is delivered to Purchaser.

92 P. EXPIRATION AND APPROVAL: Mark (x) in appropriate box. This Agreement is void if not accepted in writing on or before _____ AM PM
93 Noon Midnight, _____, 19____.

94 Q. TIME PERIODS: Time is of the essence, and time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to
95 a different date and/or time.

96 R. TERMS BINDING: No verbal agreements shall bind the parties. All terms and conditions of this transaction are included in this Agreement, and this Agreement shall
97 inure to the benefit of and be binding on the parties hereto, their heirs, personal representatives and successors. There shall be no assignment of this Agreement (other
98 than by operation of law) by either party without the written consent of the other party.

99 S. EARNEST MONEY: Mark (x) in appropriate box. Purchaser submits herewith \$ 100,000 in the form of check cash other: _____
100 as earnest money which shall be applied to the purchase price. The Listing Broker shall, on or before the next two (2) banking days after acceptance of this Agreement
101 by the Seller, deposit all cash and/or checks received into Broker's trust account. Earnest money shall be returned promptly in the event this Agreement is not accepted.
102 If this transaction does not close for any reason, the Broker, together with Broker's agents and employees, holding any earnest money, is absolved from any responsibility
103 to pay the same to the Seller or Purchaser, unless the parties enter into a Mutual Release with provisions for the disposition of the earnest money, or a court of competent
104 jurisdiction issues an Order for its disposition.

105 T. DEFAULT BY EITHER PARTY: If this Agreement is accepted and Purchaser shall fail or refuse to close the transaction, without legal cause, Purchaser shall pay to
106 Seller as damages, and not as a penalty, an amount equal to fifteen percent (15%) of the purchase price. If Seller shall fail or refuse to close the transaction, without
107 legal cause, Seller shall pay to Purchaser as damages, and not as a penalty, an amount equal to fifteen percent (15%) of the purchase price. In the event Purchaser
108 or Seller breach the accepted Agreement and fail or refuse to close, or in the event that they mutually agree not to close or to rescind this accepted Agreement, the
109 breaching party or parties shall be liable to the Broker for the professional service fee that would have been earned had the sale been consummated, together with
110 reasonable attorney fees, costs and interest. Either the Purchaser or Seller shall be entitled to sue the other party either for specific performance, rescision or for damages.
111 If either party sues the other to collect said damages, the unsuccessful party shall be obligated to pay the successful party's reasonable costs and attorney fees as part
112 of any judgment recovered, all without relief from valuation and appraisal laws.

113 U. FAX REPRODUCTION: This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which
114 together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile reproduction (FAX); if FAX delivery is
115 utilized, the original document shall be promptly executed and/or delivered, if requested.

116 V. ACKNOWLEDGMENTS: Purchaser and Seller acknowledge that each has received agency disclosure forms, have had their agency options explained, and now confirm
117 their respective agency relations. They further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below the
118 parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

119 Herbert E. Peppe 10/16/95 Charles A. Peppe 10/16/95
120 PURCHASER'S SIGNATURE DATE / TIME PURCHASER'S SIGNATURE DATE / TIME
121 HERBERT E. PEPPER Charles A. Peppe
122 PRINTED PRINTED
123 943 Maryland Ct Schenandoah
124 MAILING ADDRESS MAILING ADDRESS

125 EARNEST MONEY RECEIPT: The undersigned Listing Broker and/or Selling Broker hereby acknowledges the receipt of the earnest money payment from Purchaser in the
126 amount of One Hundred Thousand Dollars Dollars (\$ 100,000.00) in the form of
127 Check Cash Other _____

128 _____
129 SELLING BROKER COMPANY NAME RECEIVED BY AGENT DATE
130 MA _____
131 LISTING BROKER COMPANY NAME RECEIVED BY AGENT DATE

RESPONSE TO PURCHASE AGREEMENT

133 The above terms and conditions are: Accepted Rejected Countered (see Counter Proposal attached) this _____ day of _____, 19____
134 at _____ AM PM Noon Midnight.

135 Herbert E. Peppe Sr Marie K. Peppe
136 SELLER'S SIGNATURE SELLER'S SIGNATURE
137 HERBERT E. PEPPER Sr Marie K. Peppe
138 PRINTED PRINTED
139 6314 Monette Ave
140 MAILING ADDRESS MAILING ADDRESS

