

LAND CONTRACT

This CONTRACT, made this 15th day of March, 19 97,  
in Lake County, in the State of Indiana, between  
James A. Sharp, hereinafter referred to as  
the "Purchaser", and Larry Swetkey hereinafter  
referred to as the "Seller", WITNESSETH, that in consideration of the mutual  
covenants to be performed between the respective parties hereto as hereinafter  
expressed and the sum of Eighteen Thousand Dollars  
to be duly paid by the "Purchaser" to the "Seller", as Hereinafter specified, it is  
agreed between the parties hereto as follows:

1. The "Seller" hereby sells and agrees to convey unto the "Purchaser" all that  
certain piece or parcel of land situated in Lake County, in  
the State of Indiana, and described as follows, to wit:

4524 CONNECTICUT STREET GARY, INDIANA 46409  
KEY # 41-211-6  
BROADWAY REALTY AND INVESTMENT COMPANIES ADDITION,  
ALL LOT 7 BLOCK 3 AND ALL LOT 8 BLOCK 3

Together with all tenements, hereditaments, improvements, and appurtenances  
including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods,  
storm windows, screens, awnings, if any, now on the premises and subject to all  
recorded easements, conditions, encumbrances and limitations and to all applicable  
building and use restrictions, zoning laws and ordinances, if any, affecting the  
premises.

2. Said purchaser hereby purchases said premises of the seller and agrees to  
pay the seller therefore the said sum of Eighteen Thousand  
Dollars in the manner following: One Thousand Eight Hundred Dollars  
on the delivery of this contract, the remaining Sixteen Thousand Two Hundred  
Dollars the sum which is secured by this contract, together with interest on the  
whole sum that shall be unpaid at the rate of 10 (Ten) per cent,  
per annum, payable as follows:

\$145.68 (One Hundred Forty Five Dollars And Sixty Eight Cents) Per Month For  
360 (Three Hundred Sixty) months

Said purchaser to have the right to pay larger installments than above provided far  
and to pay the whole or any part of the balance remaining unpaid on this contract at  
any time before the same, by the terms thereof, becomes due and payable.

3. Said seller shall promptly pay, when due, all taxes and assessments of every  
nature, which shall become a lien on said premises after the date here of  
MARCH 15, 1997 and shall, during the continuance of this  
contract, keep insured the buildings now on said premises of which shall hereafter  
be placed thereon in the name of said seller against loss by fire and windstorm,

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SAM ORLICH  
AUDITOR LAKE COUNTY

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STATE OF INDIANA  
LAKE COUNTY  
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MIDWESTERN CENTER  
RECORDS CENTER

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199 Harrington Ave C. P. 46307 ←

in such company or companies and for such amount of the buyer shall approve, and forthwith deposit all copies of such insurance with the purchaser, with loss, if any, payable to the seller, and his interest may appear under this contract.

4. Should default be made by the purchaser in any of the provisions hereof, the seller may immediately thereafter with a written notice stating that if a payment is not made of the overdue amount by a certain date, declare this contract void and forfeited and the said buildings, improvements and all payments made on this contract shall be forfeited to the seller as rental for the use of the premises and as stipulated damages for failure to perform this contract and the seller shall be entitled to immediate peaceable possession of said premises and remove the purchaser and all persons claiming under him therefrom, and the seller may declare all money remaining unpaid under this contract forthwith due and payable, notwithstanding that the period herein before limited for the payment, of the said balance may not then have expired, and the seller may thereafter enforce his rights under this contract in law or in equity, or may take summary proceedings to forfeit the interest of purchaser or may enforce said contract in any other manner now or hereafter provided. In addition to any other remedy, seller, on default being made, may consider purchaser as a tenant holding over without permission and remove the purchaser from said premises according to the law in such case made and provided.

5. All buildings, trees or other improvements now on said premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and may not be removed therefrom. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the said premises and all improvements in as good condition as they are now.

6. If the purchaser shall, in the time and manner above specified, make all the payments herein provided for, and shall observe and perform all the conditions and agreements herein made, the seller shall thereupon, by good and sufficient warranty deed, convey the said premises to the purchaser on the conditions herein agreed upon, and the seller shall deliver with said deed a marketable title, subject to easements, conditions, encumbrances and limitations of record along with a fee simple title insurance policy guaranteeing title to the premises in the name of purchaser.

7. Possession of said premises may be taken by said purchaser on \_\_\_\_\_  
MARCH 15, 1997 and retained for so long as no default is made by said purchaser in any of the terms or condition thereof.

8. If the purchaser assigns or conveys all or any part of the property without sellers prior written consent, the seller may require immediate payment in full of all sums and this condition may be considered a default of one of the conditions of this contract. Under no circumstances shall any assignment of



On this 24th day of April 1997, before me a Notary Public, in and for said County, personally appeared Larry Sweetkey and JAMES Sharp, who executed the within instrument and acknowledged the same to be of free act and deed.

Mary E. Harris  
Notary Public

**MY COMMISSION EXPIRES  
NOVEMBER 4, 1998**

**Document is  
NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

My Commission expires:

**STOP**

