

Theodoros & Pratt  
1704 E. 86th Ave  
Merob 46410

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### REAL ESTATE OPTION AGREEMENT

This Option Agreement is made this 2nd day of JUNE, 1997, by and between CONSTANCE PRATT (hereinafter called "Pratt" or "seller") and RAYMOND GUPTA (hereinafter called "Gupta" or "buyer").

Witnesseth:

WHEREAS, Pratt is the owner of certain improved Real Estate in Lake County, Indiana, for which she wishes to grant an option to purchase in the future and for which Gupta wishes to obtain an option to purchase in the future;

NOW THEREFORE, in consideration of the premises, of the mutual covenants contained herein, it is mutually agreed as follows:

1. GRANT OF OPTION.

Pratt grants an exclusive and irrevocable Option to Raymond Gupta to purchase in the future, as agreed herein, the following property (and including the improvements located on it):

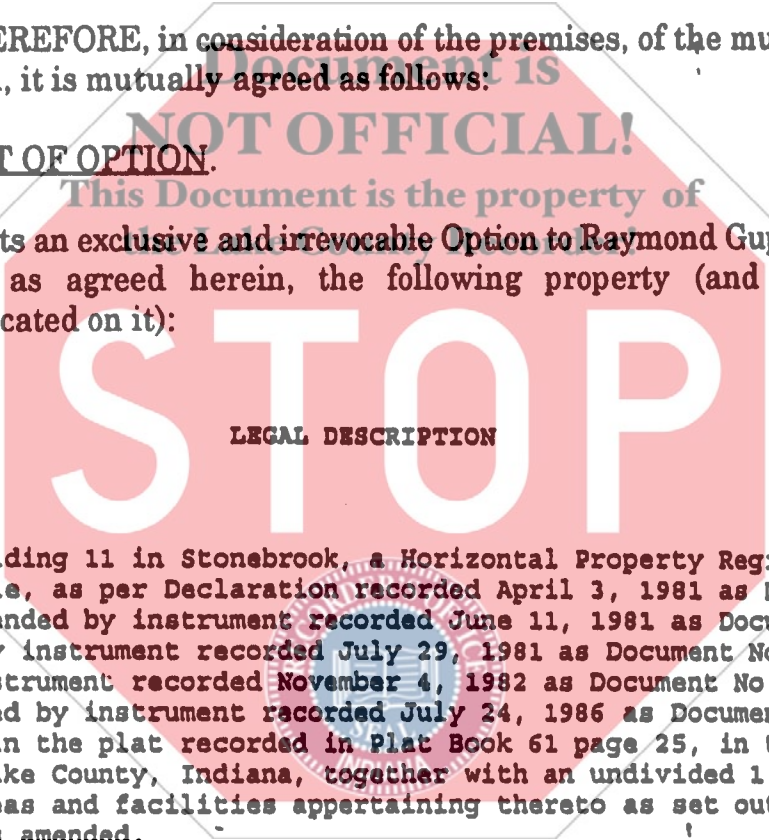
LEGAL DESCRIPTION

Unit 2 in Building 11 in Stonebrook, a Horizontal Property Regime, in the Town of Schererville, as per Declaration recorded April 3, 1981 as Document No. 623621 and amended by instrument recorded June 11, 1981 as Document No. 632246 and amended by instrument recorded July 29, 1981 as Document No. 637956 and amended by instrument recorded November 4, 1982 as Document No. 686256 and further amended by instrument recorded July 24, 1986 as Document No. 865935 and as indicated in the plat recorded in Plat Book 61 page 25, in the Office of the Recorder of Lake County, Indiana, together with an undivided 1.7242% interest in the common areas and facilities appertaining thereto as set out in said Declaration as amended.

EXCEPT so much of said common areas and facilities lying within the South 1/2 of that part of the East 1/2 of the Southeast 1/4 of Section 15, Township 35 North, Range 9 West of the 2nd Principal Meridian, described as: Beginning at the Northeast corner thereof; thence South along the East line thereof 1,078.95 feet; thence West 1,330.06 feet, more or less, to the West line thereof 1,078.95 feet South, measured along said West line of the Northwest corner thereof; thence North along said West line 1,078.95 feet to said Northwest corner; thence East along the North line 1,326.3 feet, more or less, to the point of beginning.

The above purchase price includes all improvements permanently installed and

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STATE OF INDIANA  
LAKE COUNTY  
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Handwritten initials/signature

affixed, such as, but not limited to, electric and/or gas fixtures, heating equipment and all attachments thereto, incinerators, window shades, curtain rods, drapery poles and fixtures, awnings, TV antennas, mailbox, garage door opener with control, ceiling fans, smoke alarms. Also included in the sale are all appliances, including but not limited to stove; dishwasher; refrigerator; and all window blinds and all carpeting. The washer and dryer and not included in the purchase price.

## 2. DURATION OF OPTION.

Gupta right to exercise this Option shall begin on the date that this agreement is executed and shall continue until and including 5:00 p.m. on December 31, 1997. ("Option Period").

## 3. EXERCISE OF OPTION.

Gupta may exercise this Option by giving notice to Pratt prior to the expiration period. Notice shall be deemed to have been given if in writing and either delivered in person to Pratt or deposited in the U.S. Mail certified or registered first class postage prepaid and addressed to Pratt at her address set forth in the above real estate and bearing a postmark prior to the expiration time. Upon Gupta's exercise of the Option, Gupta shall be deemed to have agreed to purchase the Real Estate on the terms and conditions herein.

## 4. PURCHASE PRICE.

A) If the Option is exercised, the full purchase price for said property is One Hundred Thousand (\$100,000.00) Dollars, less adjustments for any payments previously made by Gupta to Pratt, including but not limited to the Ten Thousand (\$10,000.00) Dollars paid by Gupta to Pratt on JUNE 2, 1997, as described herein, the receipt of which is hereby acknowledged by Pratt. The purchase and sale will be completed by execution of a real estate contract. As part of the payment of the purchase price, Pratt shall accept and Gupta shall execute and deliver to Pratt a Promissory Note and Purchase Money Mortgage in substantially the same terms and conditions of the Note and Mortgage attached hereto as Exhibits "A-1" and "A-2", respectively, and shall provide for the amount of indebtedness to be Twenty-Five Thousand (\$25,000.00) Dollars and payable without interest. The total amount of indebtedness shall be payable upon the earlier of June 30, 1998, or sale of the premises by Gupta, whichever date occurs first.

B) Gupta has deposited with Pratt, the sum of Ten Thousand (\$10,000.00) Dollars as earnest money to be applied to the purchase price, the receipt of which Pratt acknowledges herein, as of the date that this agreement has been signed by both Gupta and Pratt.

C) Pratt agrees to pay, as much of the Ten Thousand (\$10,000.00) as is necessary, to GMAC Mortgage Company and Suburban Properties in order to bring current Pratt's outstanding obligations, through June 30, 1997. Payment of these amounts by Pratt will prevent continuation of the foreclosure proceedings that have been initiated by GMAC Mortgage Company.

D) Pratt agrees to pay all mortgage payments to GMAC Mortgage Company, including monies for payment of property taxes and insurance, all homeowner/condominium association fees to Suburban Properties, all utilities, and all water and sewer assessments, from June 30, 1997 until Gupta exercises his Option to Purchase or termination of the Option Period, whichever occurs first. If Gupta exercises the Option to Purchase, Gupta agrees to pay all of the above from the date that the Option to Purchase is exercised. If Pratt fails to make mortgage payments to GMAC Mortgage Company, Gupta may, but is not required, to pay such mortgage payments on Pratt's behalf. Any payments made by Gupta to GMAC Mortgage Company shall be considered to be payment toward the purchase price of the property. For example, if Gupta pays Five Thousand (\$5,000.00) Dollars between July 1 and the date that he exercises his Option to Purchase, then that payment will go toward the purchase price of One Hundred Thousand (\$100,000.00) Dollars, as described in part "A" of this paragraph.

If Gupta makes any mortgage payments to GMAC Mortgage Company, or to Suburban Properties, and if Gupta does not exercise his Option to Purchase, or if the Option to Purchase expires, then Pratt must pay Gupta any and all amounts that were paid by Gupta on Pratt's behalf.

E) After the monies owed to GMAC Mortgage Company and Suburban Properties are paid, bringing current Pratt's outstanding obligations as of June 30 1997, Pratt is entitled to keep whatever monies remain from the Ten Thousand (\$10,000.00) Dollars that Gupta has deposited with Pratt. For example, if Pratt pays Nine Thousand (\$9,000.00) Dollars to GMAC Mortgage Company and Suburban Properties, as described in paragraph 4C, in order to satisfy and bring current Pratt's outstanding obligations as of June 30, 1997, Pratt will be entitled to keep the remaining One Thousand (\$1,000.00) Dollars. As indicated above, the Ten Thousand (\$10,000.00) paid by Gupta to Pratt will be applied toward the purchase price of One Hundred Thousand (\$100,000.00) if Gupta exercises his Option to Purchase, as agreed herein. If Gupta does not exercise the Option to Purchase, either by expiration of the Option, or by mutual agreement, Pratt must return the Ten Thousand (\$10,000.00) Dollars to Gupta within 10 days following expiration of the Option or within 10 days following the mutual agreement to terminate the Option to Purchase.

##### 5. TITLE EVIDENCE.

Upon the exercise of the Option, Gupta has 30 days to obtain a commitment for an Owners Title Insurance Policy in the current form of ALTA Owner's Policy to insure

Gupta a marketable title in the real estate in the amount of the purchase price. All expense of obtaining such title insurance commitment and policy shall be paid by Gupta, including the expense of later dating the title commitment after closing and all recording fees. Pratt agrees to make a diligent effort to remove encumbrances and cure defects in title which make it unmarketable, but if such diligent effort is unsuccessful, Gupta has the option of terminating this agreement.

#### 6. CLOSING.

The closing shall be held as soon as marketable title to the Real Estate in Seller is established or an insurer has issued a commitment for title insurance meeting the requirements of this agreement, whichever shall be applicable, all to reasonable satisfaction of Gupta, and as soon as Pratt shall have satisfied all other requirements to be performed by Pratt under this Agreement at or prior to the closing. At the closing, Pratt shall deliver to Gupta a properly executed warranty deed conveying the real estate. As indicated above, real estate taxes and water and sewer assessments are to be prorated to the date that Gupta exercises the Option to Purchase. The condo fees and the rentals and any other customary items are to also be prorated as of the date that Gupta exercises his Option to Purchase.

#### 7. POSSESSION.

Possession of the real estate shall remain with Pratt until such time as Option to Purchase is exercised by Gupta. If Gupta exercises option to purchase in accordance with the terms provided herein, possession of the Real Estate shall be delivered to Gupta at the time of closing.



Document is NOT OFFICIAL!

DATED JUNE 2, 1997 DATED JUNE 2, 1997

Signature Raymond Gupta Signature Connie Pratt

Printed RAYMOND GUPTA Printed CONNIE PRATT

Signature R Signature \_\_\_\_\_

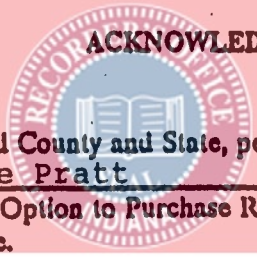
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PURCHASER

VENDOR

STATE OF )  
COUNTY OF )

) SS:  
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ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared Raymond Gupta and Connie Pratt

who acknowledged the execution of the foregoing Option to Purchase Real Estate, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 2nd day of June, 1997

My Commission Expires:  
6/8/99

Signature Kimberly J. Fase

Printed Kimberly J. Fase

Resident of Lake County, Indiana.

This instrument prepared by: Raymond Gupta, Attorney at Law  
404 E. 86th Avenue  
Merrillville, IN 46410