

FILED

OCT 21 1997

STATE OF INDIANA)

COUNTY OF LAKE)

) SS:

SAM ORLICH
AUDITOR LAKE COUNTY

AFFIDAVIT

I, Felix Nunez, being of sound age and based upon my personal knowledge, sayeth as

follows:

1. My name is Felix Nunez and, I am a resident of 3910 Butternut Street, East Chicago, Lake County, Indiana, 46312.
2. That I am the purchaser of 2790 State Street, Lake Station, Lake County, Indiana, from Carmen Nunez by Conditional Sales Contract recorded October 16, 1997. Said property is legally described as Lots 22 and 23, in Subdivision of Block T4 of Third Subdivision to East Gary, as per plat thereof, recorded in Plat Book 12 page 22, in the Office of the Recorder, Lake County, Indiana
3. That on or about August 6, 1971, an unsigned document identified as "Articles of Agreement", bearing the handwritten number 224 (#224) was prepared by an unknown person and used for "record of payments only" applicable to the above described real estate, which said document is enclosed for recording.
4. That additionally, Attorney William Suarez, formerly of Lake County, Indiana, wrote a letter dated August 6, 1971, showing Carmen Nunez as seller of said real estate and Felix Nunez as buyer. Said letter also contains the handwritten number 224 (#224) towards the upper right hand corner of said letter, and which letter reflected certain financial matters. Said letter is enclosed herewith for recording.

97071519

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
97 OCT 22 AM 8:40
MORRIS V. CASTER
RECORDER

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584 2800
su

5. That, additionally, affiant received a letter dated June 14, 1973, from Fairfield Savings and Loan Association, of Chicago, Illinois, representing that final payment on the contract No. 224 was received, and that said contract for Conditional Sale of Real Estate and said "Articles of Agreement covering same" were being returned to affiant. Said document is enclosed for recording.
6. That the "Miss Mary Nunez" named in said Articles of Agreement can only be one and the same person as Maria de Jesus Dugo.

FURTHER, AFFIANT SAYETH NOT.



Felix R. Nunez

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 30th day of September, 1997.

Witness my hand and official seal.



FRED M. STULTS, JR., Notary Public
 RESIDENT OF LAKE COUNTY,
 INDIANA

My Commission Expires:
 8-17-99

This instrument was prepared by Fred M. Stults, Jr., Attorney at Law
 ↑

Articles of Agreement, MADE this 6th day of August in the year of our Lord One Thousand Nine Hundred and 1971 (19.....)

Between CARMEN NUNEZ
party of the first part, and
FELIX NUNEZ party of the second part:

Witnesseth, That, if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on.....part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient Warranty Deed, the lot....., piece....., or parcel..... of ground, situated in the County of STEV lake and State of INDIANA known and described as

commonly known as 2790 State Street, East Cary, Indiana

THIS FORM IS FOR RECORD OF PAYMENTS ONLY

and the said party of the second part hereby covenants and agrees to pay to the said party of the first part the sum of..... Dollars in the manner following:

with interest at the rate of.....per centum per annum payable.....annually on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land, subsequent to the year..... And in case of the failure of the said party of the second part to make any of the payments, or any part thereof, or perform any of the covenants on..... part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by.....on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by.....sustained, and.....shall have the right to re-enter and take possession of the premises aforesaid.

It is Mutually Agreed By and between the parties hereto, that the time of payment shall be of the essence of this contract; and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In Witness Whereof, The parties to these Presents have hereunto set their hands and seals, the day and year first above written.

Sealed and Delivered, in Presence of

XXXXXXXXXXXXXXXXXXXXXXXXXXXX Seal

XXXXXXXXXXXXXXXXXXXXXXXXXXXX Seal

XXXXXXXXXXXXXXXXXXXXXXXXXXXX Seal

12.00 pr

ARTICLES OF AGREEMENT

Seller: Miss Mary Nunez
1543 North Western Ave. Chgo.

TO

Felix R. Nunez

P.O. Box 5148

East Gary, Indiana 46415

ADDRESS OF PROPERTY:

2790 State Street

East Gary, Indiana

MAIL TO:

GEORGE E. COLE & COMPANY

#224

Received on the within Contract
the following sums

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cts.	Dollars Cts.	
Oct 71	11.00		
Nov 71	11.00		
Dec 71	11.00		
Jan 72	11.00	23.42	1,926.58 eg
APR 72	11.00	41.97	2158.08
SEPT	10.79	42.13	2115.91
OCT	10.58	42.34	2073.61
NOV	10.37	42.55	2031.06
DEC	10.16	42.76	1988.30
JAN	9.94	42.98	1945.52 X
JAN FE	9.73	43.19	1902.13
MAR	9.51	43.41	1858.74
19	Dollars Cts.	Dollars Cts.	
APR 22	9.29	43.63	1815.09
MAY	9.08	43.84	1771.25
JUN	8.85	44.07	1727.18
JUL	8.64	44.28	1682.90
AUG	8.41	44.51	1638.39
SEP	8.19	44.73	1593.66 eg
Oct 72	7.97	52.03	1,541.63 eg
Nov 72	7.71	52.24	1,489.34 eg
Dec 72	7.45	52.45	1,436.99 eg
Jan 73	7.18	172.82	1,263.97 eg
Feb 73	6.93	53.68	1,210.29 eg
Mar 73	6.68	43.63	772.66 eg

#224

Received on the within Contract
the following sums

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cts.	Dollars Cts.	
May 8 73	3.86	56.14	716.52 L.B
June 14 73	3.58	716.52	0.00 eg
19	Dollars Cts.	Dollars Cts.	
DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cts.	Dollars Cts.	

Received on the within Contract
the following sums

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cts.	Dollars Cts.	
DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cts.	Dollars Cts.	

THIS INSTRUMENT HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY ATTORNEYS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY AN ATTORNEY.

4

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into by and between CARMEN NUNEZ

FELIX R. NUNEZ (hereinafter called "Seller"), and (hereinafter called "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 in LAKE COUNTY, Indiana, (hereinafter called "the Real Estate"):

Lots 22 and 23 in Subdivision of Block 14 of Third Subdivision to East Gary, as per plat thereof recorded in Plat Book 12, page 22, in the Office of the Recorder of Lake County, Indiana, and commonly known as 2790 State Street, East Gary, Indiana

Key# 50-153-18

FILED

OCT 16 1992

Robert R. Anderson
CLERK LAKE COUNTY

ROBERT R. ANDERSON
CLERK LAKE COUNTY

OCT 16 3 07 PM '92

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Four Thousand Two Hundred (\$4,200.00) Dollars

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 TWO THOUSAND (\$2,000.00) DOLLARS was paid by Buyer to Seller at the time of the execution and delivery of this instrument, and the receipt of such sum is hereby acknowledged by Seller.

(b) The sum of Fifty-Two Dollars and Ninety-Two Cents (\$52.92) shall be paid on the 6th day of each calendar month hereafter, until the remainder of said purchase price, with interest as herein provided, has been paid in full.

(c) The unpaid balance of the purchase price shall bear interest at the rate of 6% per annum, such interest to be computed monthly, in advance, ~~on the unpaid balance~~ upon the principal sum unpaid at the beginning of such period of each month. The amount of interest so found due shall be deducted from the amount of aggregate monthly payments made during the preceding period of each month and the the balance of the aggregate of such monthly payments shall be credited against the principal due.

(d) All payments due hereunder shall be made to 1543 North Western Avenue, Chicago, Illinois or at such other place as Seller shall designate in writing.

1200

II

Prepayment of the Purchase Price

Buyer shall have the privilege of paying, at any time, any sum or sums in addition to the monthly payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

III

Taxes, Assessments and Insurance

1. Taxes. Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable May, 1972 and all installments of taxes due and payable thereafter.

2. Assessments. Buyer agrees to pay all assessments for municipal or other public improvements completed after this date.

3. Insurance. Buyer 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 Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this agreement.

IV

Possession

Seller shall deliver to Buyer full and complete possession of the Real Estate immediately

~~After ----- days from date hereof Seller shall pay to Buyer \$----- per day for each day Seller withholds possession of said premises from Buyer. Such payment, however, shall not serve to extend the date upon which possession must be delivered to Buyer. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this agreement and perform all the covenants made by him in this agreement. All utilities shall be paid by Seller to the date possession is given.~~

V

Evidence of Title

The Seller has furnished ~~will furnish~~ Buyer with evidence of merchantable title to the Real Estate as of this date which evidence (warranty deed) (date of continuation) of title, if furnished herewith, it is agreed shows a merchantable title to the Real Estate of Seller as of the date hereof except, as to the following NONE

Any further title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of the Seller is to be borne by the Seller.

And the Seller covenants and agrees with the Buyer 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 Buyer of all his covenants and agreements herein made, that he, the Seller, will convey or cause to be conveyed to the Buyer, by Warranty Deed, the above described real estate subject to all taxes and special assessments and to all the other conditions herein provided.

VI

Seller's Right to Mortgage the Real Estate

Seller shall have the right to obtain, without Buyer's consent, a loan secured by mortgage on the Real Estate, and the right to renew any such mortgage loan. 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, Buyer 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 Buyer pays in full the unpaid purchase price hereunder.

VII

Assignment of Contract

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

VIII

Use of the Real Estate by Buyer's, Seller's Right to Inspection and Buyer's Responsibility for Injuries

1. Use. The Real Estate may ~~XXXXXX~~ be rented, leased, or occupied by persons other than the Buyer. Buyer may make alterations, changes and make additional improvements (only with) ~~(without)~~ the written consent of the Seller having first been obtained. Buyer 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 Buyer or of an assignee of the Buyer to obtain a lien or attachment against the Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate the Buyer shall comply with all laws, ordinances, and regulations of the United States of America, the State of Indiana, the County of Lake, Indiana and the City of East Gary, Indiana. In the event of the Buyer's breach of this covenant and a re-entry by Seller, the Buyer 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. Buyer's Responsibility for Accidents. As a part of the consideration hereof, Buyer 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.

IX

Seller's Remedies on Buyer's Default

Time Shall Be of the Essence of This Agreement.

In case of failure of the Buyer to make any of the payments as they become due, or any part thereof, or perform any of Buyer's covenants, this contract shall, at the option of the Seller, be forfeited and terminated and all payments heretofore 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, 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 appraisal 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.

~~Before the Seller shall take any legal action to cancel this contract, he shall first serve on the~~ Buyer written notice of the default complained of by United States mail, addressed to the Buyer at the above premises, and the Buyer shall have thirty (30) days from the posting of said notice to correct said default, provided, however 30 days notice shall be required for the Buyer's default in payment of any monies agreed to be paid by the buyer herein.

X

General Agreements 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.

XI

Additional Covenants

In WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this

6th day of AUGUST, 1971

Carmen Nunez
CARMEN NUNEZ, SELLER.

Felix R. Nunez
FELIX R. NUNEZ, BUYER.

STATE OF INDIANA
COUNTY OF LAKE

SS:

Before me, a Notary Public in and for said County and State, on this 6th day of August, 1971,

personally appeared CARMEN NUNEZ

and also appeared FELIX R. NUNEZ

and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Katherine Zelanik (Wojcik)
Notary Public
KATHERINE ZELANIK (WOJCIK)

My commission expires March 13, 1973

This instrument was prepared by WILLIAM S. SUAREZ, Attorney at Law, 504 Broadway, Gary, Ind.
Member of Indiana Bar Association

MAIL TO:

COPYRIGHT ALLEN COUNTY INDIANA BAR ASSOCIATION, 1967
Craft-Line Printing, Inc., Fort Wayne, Indiana

CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE

To

This is a Contract for the sale of real estate herein described. This Contract in itself is not guaranty of merchantability of the title to the real estate. See your lawyer for an examination of this contract and supporting title evidence as provided in the contract, before you accept this contract.

FORM APPROVED BY
INDIANA STATE BAR ASSOCIATION

WILLIAM S. SUAREZ

ATTORNEY AT LAW

TELEPHONE RMR 2887
AREA 4100 518

804 BROADWAY - SUITE 820
GARY, INDIANA 46402

August 6, 1971

SELLER: Carmen Nunez
1543 North Western Avenue
Chicago, Illinois

#224

BUYER: Felix R. Nunez
P.O. Box 5148
East Gary, Indiana

PROPERTY: 2790 State Street
East Gary, Indiana

R E C E I P T

I, the undersigned, do hereby acknowledge Receipt of the following sums, to-wit:

1. That Mr. Felix R. Nunez had previously given to me \$100.00 for which I give him credit for the August and September Payments on our Real Estate Contract.
2. Balance due for August Payment \$2.92
3. Balance due for September, 1971 Real Estate Contract Payment \$2.92
4. October, 1971 Payment \$52.92
5. November, 1971 Payment \$52.92
6. December Payment, 1971 \$52.92
7. January, 1972 Payment \$52.92
8. Pool Table-----\$75.00

TOTAL RECEIVED-----\$392.52
 LESS: Previous \$100.00----- 100.00
 TOTAL-----\$292.52

I hereby acknowledge receipt from Felix R. Nunez through William S. Suarez, Trustee the sum of \$292.52.

The next regular monthly payment to be made on said real estate contract shall be February 6, 1972.

Carmen Nunez
CARMEN NUNEZ, Seller

Please put these payments in the book enclosed.

9.00



FAIRFIELD

Savings AND LOAN ASSOCIATION

HUmboldt 9-4800

MILWAUKEE, NORTH AND DAMEN * CHICAGO 60647

YOUR KEY TO HAPPIER LIVING

June 14, 1973

Mr. Felix R. Nunez
P. O. Box 5148
East Gary, Indiana 46405

Dear Mr. Nunez:

IN RE: Contract No. 224

Your Cashier's Check from the First National Bank of East Chicago representing your final payment on this contract has been received.

Enclosed is the Contract for Conditional Sale of Real Estate and the Articles of Agreement covering same.

Sincerely yours,

FAIRFIELD SAVINGS AND LOAN ASSOCIATION

By:

JEROME A. SERAK
Assistant Treasurer

JAS:cr
Encs.

EACH ACCOUNT



INSURED SAFE

9.0.78