

2156 Adams Gary 46402

# REAL ESTATE CONTRACT

**This Agreement** Made between Ronald J. Phelps  
party of the first part, and Willie Muhammad

party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the money to be paid, and the covenants as here-  
with expressed to be performed and fulfilled by the party of the second part (the payment of said money and the prompt per-  
formance of said covenants being a condition precedent, and time of the essence of said condition) hereby agree, upon such  
payments and performance of covenants, to sell to the said party of the second part the real estate hereinafter described, sit-  
uated in LAKE County, in the State of Indiana, and described as follows, to wit:

Legal: Lot 32 in Block 44 in Gary Land Company's 1st sub. in the  
City of Gary

Key # 25-44-34

C.K.A - 732 Rhode Island St. Gary, IN.

And the said party of the second part, in consideration thereof, hereby agrees to pay to the said party of the first part at  
435 E. 61st Ave. Merrillville, Indiana, the sum of  
twenty nine thousand five hundred (29,500)

at the time and in the manner following, to-wit:  
500 DOLLARS cash at the time of making this contract, receipt of which is hereby acknowledged  
and the sum of 330.83 (Three hundred thirty & 83/100

on the 1st day of each month, hereafter until the whole remaining purchase money shall be paid in full.

Without any relief whatever from valuation or appraisal laws, with attorneys' fees and interest at the rate of 12%  
per cent per annum on the amount of principal remaining due on the 1st day of May 1998  
and Any balance last preceding. The amount of said interest, however, shall be deducted from the

amount of said payments, unless herein otherwise provided, and the balance of said payments shall be applied to the reduction  
of said unpaid balance. It being agreed and understood that any acceptance by first party of payments after the same mature  
hereunder shall not operate as an extension of time for other payments hereunder, and shall in no manner alter the strict terms  
hereof. It is agreed that second party may pay the entire unpaid balance of the purchase price hereunder at any time.

And the said party of the second part further agrees that he will faithfully keep an insurance on said property in the name  
of said first party, in some company to be approved by said first party, indorsed, loss, if any payable to the first and second  
parties as their interest may appear, in the sum of \$ 30,000 fire insurance and whenever required

tornado insurance, and in due season, pay all taxes and assessments for all purposes and of all kinds whatsoever, levied and  
assessed upon said real estate or upon this contract, which became a lien during the year payable in the year  
and which may thereafter become due, including penalties and interest; and in case the said party of the second part shall fail  
to keep and pay for such insurance, to pay any or all of said taxes and assessments whenever and as soon as the same shall be-  
come due and payable, and the said party of the first part shall at any time provide, pay, or cause the same to be paid, the  
amount so paid by the party of the first part, including all penalties allowed and charged by law in addition to such insurance  
premiums, taxes and assessments, shall with 8 per cent interest thereon become an additional consideration to be paid by the  
party of the second part for the real estate hereby agreed to be sold.

The party of the second part does hereby irrevocably consent that party of the first part may at any time during the life  
of this contract, mortgage and encumber the real estate for an amount not to exceed the balance due hereunder at the time of  
making such mortgage. Whenever the unpaid balance due on this contract is reduced so that it is possible so to do, the Second  
Party agrees to borrow a sufficient sum of money to pay in full to the First Party said unpaid balance, including interest at  
the rate aforesaid, then unpaid, on this contract, at the time of procuring and receiving such loan.

And the said party of the first part further covenants and agrees with the party of the second part, 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 said  
party of the second part of all his covenants and agreements herein made, that they, the said party of the first part, will convey  
or cause to be conveyed to the said party of the second part, by Warranty Deed, the above described real estate, subject to all  
taxes and special assessments and to all the other conditions herein provided. At such time, said first party shall furnish said  
second party with a merchantable abstract showing marketable title, subject to the conditions herein contained, in said first  
party, or in the party making conveyance to said second party.

The First Party shall have the right, at any time, to enter upon and in said premises for the purpose of inspecting the same.

The Second Party shall not assign or transfer this contract of sale, let or sublet said real estate or any part thereof, remove  
any improvements of any kind or character, or make any alterations, without the written consent of the First Party. This pro-  
vision shall apply both to improvements now on the premises and to improvements that may be placed thereon.

Provided always that these presents are upon the condition that in case of the failure of the said party of the second part,  
his heirs, executors, administrators or assigns in the performance of all or either of the covenants and promises on his part to  
be performed and fulfilled, the said party of the first part, their successors, assigns or legal representatives, shall have the right  
to declare this contract forfeited and void, and thereupon to recover all the installments due and unpaid, together with interest  
thereon, as rent for the use and occupation of said real estate, and to take possession thereof, and to regard the person, or per-  
sons, in possession on such termination of the contract, as tenants holding over without permission (if that should be necessary  
to gain prompt possession of said real estate) and to recover all damages sustained by such holding over without permission  
or by means of any waste committed or suffered on said real estate, and thereupon all interest of said second party in and to the  
above described premises shall cease and terminate, and said first party shall retain all the money which may have been paid  
by second party, as well as any improvements or additions to the real estate, as rent for the use of said property by said sec-  
ond party until the time of such forfeiture.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 28th day of October, 1997

Ronald J. Phelps (SEAL) ..... (SEAL)  
Buyer - Willie Muhammad (SEAL) ..... (SEAL)

This instrument prepared by: PHEDS Enterprise

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
97 OCT 31 AM 11:39  
MORRISON CENTER

FILED  
OCT 31 1997  
SAM ORICH  
AUDITOR LAKE COUNTY

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