

2156 Adams Gary 46402

REAL ESTATE CONTRACT

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

97074288

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: The west 15 feet of Lot 22 and Lots 23 and 24 Block 8,
South Broadway Land Company's Woodland Park Addition to
Gary as shown in plat Book 10, page 8, LAKE County, IN
Key # 47-0331-0043

C.K.A - 720 E. 43rd Ave. Gary, IN 46408

And the said party of the second part, in consideration thereof, hereby agrees to pay to the said party of the first part 435 - E. 61st Ave, Normalville, Indiana, the sum of

\$70,000 - seventy thousand dollars.

at the time and in the manner following, to-wit:

\$2,000 DOLLARS cash at the time of making this contract, receipt of which is hereby acknowledged,
and the sum of \$700 (seven hundred) DOLLARS

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 \$ 70,000 fire insurance and \$ unknown April 1998

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 a new mortgage.

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 inspect the premises with or without 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 28 day of October, 1997

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

This instrument prepared by: PHELPS ENTERPRISE

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
OCT 31 1997
REC'D
DOLLAR CENTER

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