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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97 DEC 19

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

MORRIS W. CARTER  
RECORDED

THIS CONTRACT, made and entered into by and between JOHN J. BLASTICK

and ADELE G. BLASTICK (hereinafter called Seller) and SCOTT PETER BLASTICK and LISA BLASTICK (hereinafter called Buyer) to witness the following:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter located on it) in the City of Hammond, County of Lake, State of Indiana (such real estate, including improvements, being hereinafter called the Real Estate):

Key # 36-305-19

Lot Twenty-one (21) and the North Five (5) feet of Lot Twenty-two (22), Block One (1), West Park Addition to the City of Hammond, Lake County, Indiana, and commonly known as 1940 Atchison Avenue, Hammond, (Whiting Postal Address) Indiana. ↑ 44394

upon the following covenants, terms and conditions:

**FILED**

DEC 19 1997

SAM ORLICH  
AUDITOR LAKE COUNTY

ARTICLE I

The Purchase and Manner of Payment

1.1 **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 Fifty-two Thousand Dollars (\$52,000.00).

1.2 **The Manner of Payment:** The purchase price shall be paid in the following manner:

(a) The sum of Four Hundred Dollars (\$400.00) shall be paid monthly, beginning on the 1<sup>st</sup> day of August, 1997, and on the same date each month thereafter for a period of One Hundred Thirty (130) months.

(b) All payments due hereunder shall be made to:

1943 Atchison Avenue  
Whiting, Indiana 46394

or at such other place as Seller shall designate in writing.

## ARTICLE II

### Prepayment of the Purchase Price

Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required..

## ARTICLE III

### Taxes, Assessments and Insurance

3.1. **Taxes:** The real estate taxes for the year 1996 payable 1997 shall be the liability of and paid by the Seller. The real estate taxes for the year 1997 payable 1998 shall be pro-rated between the parties to the date of closing and the parties shall execute a standard re-proration agreement. After the date of closing, all real estate taxes shall be the obligation of and paid by the Buyer. The Buyer shall deliver to the Seller evidence of payment of real estate taxes not less than seven (7) days prior to the date on which said taxes are due and payable.

3.2. **Assessments:** Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate.

**3.3. Penalties:** Buyer agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges.

**3.4. Insurance:** Buyer agrees to keep the improvements included in the 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 a memorandum shall be delivered to and retained by Seller during the continuance of this contract.

**3.5. Seller's Right to Perform Buyer's Covenants:** If Buyer fails to perform any act or to make any payment required by this Article III, Seller shall have the right at any time, without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of Seller to perform any act or to make any payment required of Buyer.

The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or make any payment required by him under this Article III.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Seller, either (a) be payable to Seller by Buyer within 30 days after demand, or (b) be added to principal. In any event, such payments and such costs and expenses shall bear interest at the rate of Eight (8) per cent per annum from the respective dates of making payment or incurring costs and expenses.

## ARTICLE IV

### Possession

Seller shall deliver to Buyer full and complete possession of the Real Estate on or before the 15<sup>th</sup> day of August, 1997. Buyer's right of possession shall continue until terminated pursuant to Article IX "Seller's Remedies on Buyer's Default." All utilities shall be paid by Seller to the date possession is given.

## ARTICLE V

### Transfer of Title

Seller will transfer ownership of the Real Estate to the Buyer by delivering to the Buyer, after the Buyer has paid to the Seller the entire purchase price of Fifty-two Thousand Dollars along with any accrued penalties that might be due and owing, a Quit Claim for the Real Estate transferring all interest the Seller may have in the Real Estate to the Buyer.

## ARTICLE VI

### Seller's Right To Mortgage The Real Estate

Seller shall not have the right to obtain, without Buyer's written consent, a loan or loans secured by mortgage on the Real Estate. Principal balances of all such loans shall never exceed the unpaid balance of the purchase price for the Real Estate under this contract and the monthly payment of principal and interest shall not exceed the monthly payment herein. 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 payments due under this contract. Seller agrees, however, that he will pay all such mortgage loans when due or at such time as Buyer pays in full all sums due under this contract, and Seller shall obtain valid releases of all such mortgage loans when they are paid.

## ARTICLE VII

### ASSIGNMENT OF CONTRACT

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller, provided, however, that any such consent shall not be unreasonably withheld, and that an assignment shall not operate to relieve the named Buyer herein from liability hereon.

## ARTICLE VIII

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

8.1. Use: The Real Estate may be rented, leased, or occupied by persons other than Buyer. Buyer may not make alterations, changes and make additional improvements without the written consent of Seller having first been obtained. Buyer shall use the Real Estate 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 Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, and of the City and County where the Real Estate is situated. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the Real Estate to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

**8.2. Seller's Right of Inspection:** Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

**8.3. 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.

## **ARTICLE IX**

### **Seller's Remedies on Buyer's Default**

Time shall be of the essence of this contract.

If Buyer fails, neglects or refuses to make any payment under this contract when due or to perform any of Buyer's covenants, terms and conditions when and as required under this contract:

1. Seller may elect the right to file in a court of competent jurisdiction an action to have this contract forfeited and terminated and to recover from Buyer all or any of the following:

- (a) possession of the Real Estate;



- (b) any installments due and unpaid at the same time of filing of the action and become due and unpaid from that time until possession of the Real Estate is recovered;
- (c) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this contract;
- (d) premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this contract;
- (e) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear, acts of God and public authorities;
- (f) any other amounts (other than payments of the purchase price) which Buyer is obligated to pay under this contract.

2. In addition to any other remedy under this contract, Seller shall have such other remedies as are available at law or in equity, including the right to compel specific performance.

3. Seller may elect the right to file in a court of competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Buyer under this contract shall, at the option of the Seller, become immediately due and payable) and interest on such unpaid balance at the rate of eight (8) per cent per annum until paid, together with any taxes, assessments, charges, penalties and insurance premiums paid by Seller under this contract and interest on such amounts until they are paid, unless such amounts (and interest on them) have been added to principal under this contract, and further the right to sell the Real Estate or the interest of the Buyer therein to recover payment thereof.

4. The exercise or attempted exercise by Seller of any right or remedy available under this contract shall not preclude Seller from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive of any other right or remedy, and each and

every such right or remedy shall be cumulative and in addition to any other right or remedy available under this contract.

5. All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisal laws. In addition to any other sum payable by Buyer under this contract, Buyer shall pay any reasonable expense, including attorneys' fees, incurred by Seller in connection with the exercise of any right or remedy under this contract, and the preparation and delivery of notice.

6. Nothing herein is intended to deny the Buyer any of their rights, remedies and defenses, legal and equitable, permitted by law.

7. The failure or omission of Seller to enforce any of his right or remedies upon any breach of any of the covenants, terms or conditions of this contract shall not bar or abridge any of his rights or remedies upon any subsequent default.

8. Before Seller shall pursue any of his rights or remedies under this Article IX, he shall first give Buyer written notice of the default complained of and Buyer shall have thirty (30) days from the posting of such notice to correct any default; however, fifteen (15) days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer under this contract; provided, nevertheless, that in the event the reason for the default in the payment of monies is that Scott Peter Blastick, a Buyer, is then wholly unable to perform his work or employment duties because of sickness or injury, and written notice of such circumstance is given to the Seller within seven (7) days after their notice to correct, the time which the Buyer shall have to correct said default shall be extended from fifteen (15) days to ninety (90) days.



## ARTICLE 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 notice 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 by certified or registered mail, return receipt requested.

## ARTICLE XI

### Fire Insurance Proceeds

In the event of a fire or other casualty resulting in payment under policies of insurance herein of a sum in excess of \$2,000.00, the proceeds shall be placed in escrow until the work of repair or replacement is completed, and payment made promptly from said escrow. In the event the repair or replacement exceeds the amount in escrow, the Buyer shall add an amount to the escrow which is sufficient to make payment in full before any part of the escrow shall be disbursed.

In addition to the foregoing or as a part of it, the Buyer shall purchase and maintain in force a homeowner's insurance policy including not only fire and extended coverage in an amount not less than the unpaid balance, but general and comprehensive liability for bodily injury and property damage with limits of not less than \$100,000.00 per occurrence. Such homeowner's insurance policy shall be issued in the name of the Seller, and Buyer, as their respective interests may appear, and a memorandum thereof shall be delivered to and retained by the Seller. The Buyer shall evidence purchase of said insurance either by delivering a memorandum to the Seller,

or by delivering a copy of the paid receipt of purchase, which delivery shall be made not less than ten (10) days prior to the expiration of said insurance.

## **ARTICLE XII**

### **Warranty or Guaranty**

All personal property, including appliances, sold as a part of the real estate, are sold "as is" without warranty or guaranty of any kind whatsoever and further sold without representation as to fitness for the purpose. The Buyer acknowledges that he has examined the personal property and accepts the same under the provisions set forth above.

## **ARTICLE XIII**

### **Indemnity and Hold Harmless**

After possession is given by the Seller to the Buyer, the Buyer agrees that the Seller shall not be liable for any injury or damage which may be sustained to any person or any property, including the person or property of the Buyer, except injury or damage caused by the negligent acts of the Seller. The Buyer agrees to hold the Seller harmless from any claim of any kind with respect to said injury or damage to person or property, and further agrees to defend any claim or action brought against the Seller and pay all expenses therefor including attorney's fees and costs.

**ARTICLE XIV**

**Consent of Seller or Buyer Required**

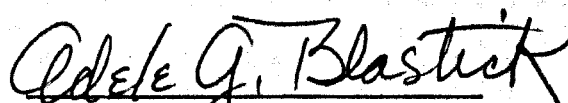
Wherever conduct or action of the Seller or Buyer requires the written consent of the Buyer or the Seller, respectively, having first been obtained, said consent by the latter shall not be withheld unreasonably.

IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on the 28 day of AUGUST, 1997.

  
SCOTT PETER BLASTICK

  
LISA BLASTICK

  
JOHN J. BLASTICK

  
ADELE G. BLASTICK

This instrument prepared by: Joseph Curosh, Attorney at Law,  
1805 Cleveland Avenue  
Whiting, IN. 46394

