Purchase Contract



THIS AGREEMENT entered into this 14 day of March, 1998 by and between Jeffery H. Wozniewski (herein after referred to as Seller), and Rhonda L. & Joel M. Haynes, (herein after referred to as Buyer).

If the Buyer shall first make the payments and perform the covenants herein after mentioned on their part to be made and performed by the Seller hereby covenants and agrees to convey to the buyer the following described real estate in Lake County, IN. the State of Indiana to wit:

Legal: Lot 3, in Green Gables an Addition to Lake County, Indiana. Street/Number 8 W 85th Court.

- 1. Subject to restrictions of Deed Record.
- 2. Subdivision Restrictions.
- 3. Approval of Construction Plans.

Description: Lot Number 3, Green Gables, An Addition to Lake County, as recorded in Plat Book, 81, Page 61 in the Office of the Recorder of Lake County, Indiana.

And the said Buyer hereby covenants and agrees to pay to the Seller at his office at 2301 Cline Ave. Schererville, Indiana, or at such other place as said Seller shall in writing designate and appoint, the sum of Forty Eight Thousand Dollars in the following manner:

 Sales Price
 \$ 48,000.00

 Down Payment of
 \$ 1,000.00

 Balance Due of
 \$ 47,000.00

A \$1,000 deposit is required at the signing of the Purchase Contract with the balance due ninety (90) days from the date of contract. If balance is not paid within ninety (90) days, Seller shall have the right to refund the deposit and sell the Lot to another Buyer unless Buyer elects to extend the 90-day period by

payment of an additional \$1,000 as further down payment and eight percent (8%) interest per annum on the unpaid balance payable at closing provided closing shall be not later than September 30, 1998.

Taxes for the year 1997 and the first installment of 1998 shall be paid for by the Seller in full and thereafter by Buyer if Buyer is the owner of the property.

Seller's failure to exercise its option to terminate this contract upon any default shall not operate as a waiver of Seller's rights upon any subsequent default.

The Buyer hereby agrees to start construction of a residence on said lot within 24 months after date of purchase. If construction is not started in allocated time, Seller reserves the right to purchase the lot back from Buyer, and Buyer agrees to sell to Seller for the amount of the purchase price, plus any title, recording costs and real estate tax as complete repurchase price.

Seller agrees to furnish, if required by the Buyer, at the time of delivery of the deed herein called for, a \$48000 binder for an Owner Title Policy as prepared by Ticor Title Insurance Company showing an insurable title in said Seller and to convey title to the above real estate by a good and sufficient Warranty Deed subject only to the conditions and expectations noted herein.

It is further mutually agreed by and between the parties hereto that the time of payment shall be the essence of this contract and that all the covenants and conditions herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the parties hereto.

This agreement is contingent upon the Buyers securing financing through a bank of their choice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and sealed the day and year herein first above written.

Planda I. Haynes

Joel M. Haynes

(BUYER)

ROCKVIT CE DEVELOPEMENTS

DILLY ENTERED FOR TAXATIBATSUBLECT IN

(BUYERA) ACCEPTANCE FOR TRANSFER.

Jewery H. Wozniewski

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SAM ORLICH AUDITOR LAKE COUNTY ارگاری 1310ءعاری

CASH

STATE OF ILLINOIS SS. COUNTY OF COOK

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joel M. Haynes and Rhonda L. Haynes personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, the day of March, the Lake County Recorder 1998.

Commission Expires:

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"OFFICIAL SEAL"

George H. Olsen

Notary Public, State of Illinois My Commission Exp. 03/21/2000 3