

AGREEMENT FOR CONDITIONAL SALE OF REAL ESTATE

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THIS AGREEMENT made and entered into this 12th day of June 1998, by and between Rusinek, Inc. ("Buyer" herein) and Bobbie L. McCarty and Florence M. McCarty* ("Sellers" herein), Bobbie Lee McCarty Florence Maurfeen McCarty

98046117

WITNESSETH:

WHEREAS, Sellers are the owners of a residential building and lot located at 4904 Ash Avenue, Hammond, Lake County, Indiana which is legally described as follows:

Lots 28 and 29, Stafford and Trankle's Seventh Addition to Hammond, as shown in Plat Book 6, page 42, in Lake County, Indiana; and

WHEREAS, Buyer wishes to purchase Sellers' property and Sellers wish to sell said property on a conditional sales contract; and

WHEREAS, the parties wish to document their agreement regarding the conditions of such sale and purchase.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. Purchase Price and Manner of Payment.

1.01. The Purchase Price. The agreed Purchase Price for the Real Estate is the sum of Thirty Four Thousand Dollars (\$34,000.00). Sellers acknowledge that Buyer has delivered to Sellers' Realtor the sum of Five Hundred (\$500.00) Dollars, as earnest money, to be applied to the purchase price at closing. At closing, Buyer shall deliver an additional Three Thousand Five Hundred Dollars (\$3,500.00) (as adjusted herein) to be applied to the balance of the Purchase Price.

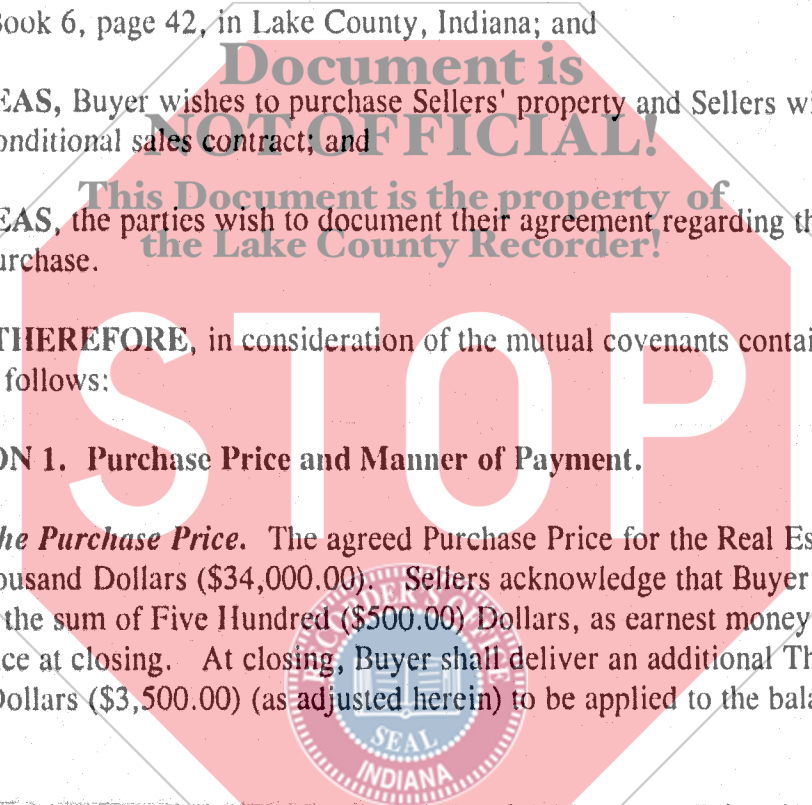
1.02 The Manner of Payment. The balance of the Purchase Price shall be paid in equal monthly installments of principal and interest, with interest computed at the rate of seven percent (7%), amortized over a period of one hundred and twenty (120) months. The monthly payments of Three Hundred Forty Eight Dollars and Thirty Centers (\$348.30) will begin at closing and will be due on the same day of each successive month. The full balance of principal and interest shall be due in full no later than the first anniversary of the closing. Each installment received by Sellers shall be applied first to interest and then to the reduction of the principal remaining on the Purchase Price ("Unpaid Purchase Price"). In the event a payment is late by more than ten (10) days, Buyer shall pay late fees of thirty-five dollars (\$35.00) for each late installment.

1.03. Payments. All payments to the Sellers shall be sent paid over to Sellers at 4909 Ash Avenue, Hammond, Indiana or such address as Sellers shall specify in writing hereafter.

SAM ORLICH
AUDITOR LAKE COUNTY 001416

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Chicago Title Insurance Company



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1.04. *Closing.* The closing shall take place at the office of the title company and shall occur no later than June 15, 1998, or on the date to which such time is extended under the terms of this Agreement, unless otherwise mutually agreed in writing. All closing fees shall be shared equally by the parties.

SECTION 2. Prepayment of Purchase Price.

Buyer may pay, without a penalty and at any time, any sum or sums in addition to the payments herein required.

SECTION 3. Taxes, Assessments, Insurance and Condemnation.

3.01 *Taxes.* Taxes shall be prorated as of closing. Sellers shall pay all taxes accruing prior to closing as they become payable. Buyer agrees to assume and pay the real estate taxes on the Real Estate prorated as of the date of closing together with all installments of real estate taxes due and payable thereafter, and Sellers agree to pay all real estate taxes on the Real Estate due for prior periods. Buyer, upon written notice to Sellers, and at Buyer's expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate. Sellers shall forward or cause to be forwarded to Buyer, when received, a copy of all statements for taxes and assessments on the Real Estate that are payable by Buyer hereunder.

3.02 *Assessments.* Any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services will be prorated and paid in the same manner as are real estate taxes pursuant to this Agreement.

3.03 *Penalties.* The parties hereto agree 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, for which they are responsible under this Section 3.

3.04 *Insurance.* At all times during the period of this Agreement, Buyer shall:

a. Keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price.

b. Obtain standard liability insurance with coverage in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person and Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence, and

c. Pay premiums on such insurance policies as they become due. Such policies of insurance shall be issued in the name of Sellers and Buyer, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change the coverage without at least ten (10) days prior written notice to Sellers. Buyer shall provide Sellers with such proof of insurance as Sellers may from time to time request. Except as otherwise agreed in

writing, any insurance proceeds received as payment for any loss of, or damage to the Real Estate covered by such insurance, shall be applied to the restoration and repair of the loss or damage in such fashion as Buyer may require, unless such restoration and repair is not economically feasible, or there exists an uncured Event of Default by Buyer under this Agreement on the date of receipt of such proceeds. In either of such events, the proceeds may be applied, at Sellers's option, first to the balance of the Unpaid Purchase Price due to Sellers, then to any other sums owed by Buyer to Sellers under this Agreement, and then the excess, if any, to Buyer.

3.05 Rights of the Parties to Perform Other's Covenants.

a. If a party hereto fails to perform any act or to make any payment required by this Section 3, the other party shall have the right at any time and 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 one party to perform any act or to make any payment required of the other party under the terms of this Agreement.

b. The exercise of such right to perform by a party shall not constitute a release, waiver or estoppel to the exercise by that party of any right or remedy of his for a subsequent failure by the other party to perform any act or make payment required by him under this Section 3.

c. Payments made and all costs and expenses incurred by a party in connection with the exercise of such right shall, at the party's option, either (i) be paid to the paying party by the other party within thirty (30) days after written demand therefor; or (ii) on the date the next installment payment is due under this Agreement, following written notice, be added to the Unpaid Purchase Price for Buyer or applied to reduce the Unpaid Purchase Price for Sellers, as the case may be.

3.06 Condemnation. After the initial closing, Buyer shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Real Estate for public or quasi-public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Agreement by Buyer. Should all or any part of the Real Estate be condemned and sold by court order, or sold under threat of condemnation to any public or quasi-public body, the net amount received for the damaged portion shall be retained by Buyer, and the net amount received for the Real Estate value shall be paid to Sellers as a reduction of the Unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall belong to Buyer. If Buyer incurs expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expenses and any other applicable costs shall be deducted from the total proceeds to calculate the "net amount" and shall be allocated proportionately between the amount determined as damages and the amount determined for value of the Real Estate.

SECTION 4. Possession.

Sellers shall deliver possession of the Real Estate to Buyer on closing.

SECTION 5. Representations and Warranties. Sellers hereby represent and warrant to Buyer as a condition of this sale that, the following representations and warranties are true as of the date hereof and shall be true on the date of Closing:

a. No action, administrative proceeding, suit or other proceeding (local, state or federal) is pending or has been threatened that concerns or involves the Real Estate or Sellers' interest in the Real Estate.

b. No bankruptcy, insolvency, rearrangement or similar action involving the Real Estate, or Sellers, whether voluntary or involuntary, which will affect the ability of Sellers to perform pursuant hereto, is pending or threatened, and Sellers have no intention of filing any such action or proceeding.

c. Sellers have not entered into any other Agreement to sell or encumber the Real Estate or any part thereof.

SECTION 6. Conditions to Buyer's Obligations.

Buyer's obligations herein are subject to the satisfaction on or before the final closing, of all conditions contained in this Agreement, including each of the following (unless waived by Buyer in its sole discretion):

a. Sellers shall have performed all of their covenants contained in this Agreement, and all of Sellers's representations and warranties contained in this Agreement shall be true and accurate in all respects this date and as of the final closing.

b. A licensed title insurer of Buyer's choosing shall be prepared at final closing, to issue at standard rates, an ALTA contract purchaser's title insurance policy in compliance with this Agreement at Buyer's expense.

c. From this date until closing, there shall not have occurred any material change to, or deterioration of, the physical condition of any part of the Real Estate, ordinary wear and tear excepted.

d. No condemnation or similar action or proceeding shall have been threatened or filed against the Real Estate or any portion thereof.

SECTION 7. Title Insurance.

7.01. Title Policy to be provided by Buyers. Buyers, shall promptly order a title examination of the Real Estate from a licensed title insurance company, and obtain a title commitment for an ALTA form of Contract Purchaser's title insurance in the amount of the Purchase Price at Buyer's expense. Within twenty (20) days after the receipt of the title commitment, Buyer shall notify Sellers in writing of any title matters to which the Buyer objects. It is agreed that the commitment shall cover title to the Real Estate on or after the date hereof, showing title in the Sellers subject only to the following permitted exceptions: the general exceptions contained in the policy; the title exceptions set forth above; and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the time of final closing and which Sellers may so remove at that time by using the funds to be paid upon the delivery of deed. Any additional title insurance expenses including a final policy at presentation of the deed shall be paid by Buyer.

7.02. Title Defects. If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Sellers shall have thirty (30) days from the date the Sellers receive written notice of the defects from Buyer to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects. In that event, the time of final closing shall be fifteen (15) days after said defects are corrected or the title insurance company commits to insure against loss under said defects. If Sellers fail to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Buyer may terminate this Agreement and retrieve its earnest money deposit and payments to date or may elect, upon notice to Sellers within fifteen (15) days after the expiration of the thirty (30) day period, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount with reasonable allowances for interest and contested amounts. If Buyer does not so elect, this Agreement shall become null and void without further action.

SECTION 8. Survey.

8.01 Survey. The Sellers agree to be responsible to furnish and pay the expense of a current mortgage plat of survey of the Property upon full payment of the Purchase Price.

SECTION 9. Sellers' Right to Mortgage the Real Estate.

Sellers may not obtain, renew, extend or renegotiate a loan or loans secured by a mortgage or mortgages on the Real Estate. Sellers shall pay each existing loan or loan payment when due.

SECTION 10. Assignment of Agreement or Sale of Interest in Real Estate.

10.01 *Assignment or Sale.* Buyer may not sell or assign this Agreement or convey any interest in the Real Estate without Sellers' prior written consent until the Purchase Price is paid in full.

10.02 *Notice of Assignment or Sale.* If Buyer wishes to assign or convey Buyer's interest in the Real Estate, Sellers shall be furnished a written notice containing the full name, address, place of employment, telephone number, most recent federal income tax return and a personal financial statement. Sellers shall either approve or disapprove of the sale within fourteen (14) days and, if disapproved, shall specify the reason for such disapproval. If Sellers fail to act within said time period the sale shall be deemed approved.

SECTION 11. Use of the Real Estate by Buyer; Sellers' Right of Inspection.

11.01 *Use.* The Real Estate may be leased or occupied by persons other than Buyer without the written consent of Sellers.

11.02 *Improvements.* Buyer may do no act that will reduce the fair market value of the Real Estate to an amount less than the Unpaid Purchase Price. Buyer may not materially alter, change, or remove any improvements now or hereafter located on the Real Estate, or make additional improvements, and shall not create or allow any mechanics, laborer, materialmen, or other creditors to obtain an interest in the Real Estate. Buyer shall, at its own expense, maintain the Real Estate and any improvements in as good order and repair as they are in on the date of this Agreement, ordinary wear and tear, acts of God, and acts of public authorities excepted. Buyer shall not commit waste on the Real Estate and shall comply with all laws, ordinances and regulations as to the occupancy and use of the Real Estate.

11.03 *Inspection.* Sellers shall have the right to enter and inspect the Real Estate at any reasonable time.

11.04 *Buyer's Liability for Accidents.* Buyer assumes all risk and responsibility for injury or damage to persons or property arising from Buyer's use and control of the Real Estate. Buyer agrees to indemnify and hold Sellers harmless as to any liability not due to the acts or omissions of Sellers.

SECTION 12. Sellers' Remedies on Buyer's Default.

12.01 *Buyer's Default.* Time is of the essence of this Agreement. The following shall constitute Events of Default ("Events of Default") for purposes of this Agreement:

- a. Failure by Buyer to pay any amount when due within thirty (30) days;

- b. Failure by Buyer to comply with any affirmative duty under this Agreement;
- c. Causing or permitting by Buyer of a levy, seizure or attachment of the Real Estate;
- d. Occurrence of an uninsured loss with respect to the Real Estate;
- e. Filing of a bankruptcy proceeding by or against the Buyer or the Buyer's grant of an assignment for the benefit of its creditors, or the administration by a receiver of the Real Estate;
- f. Abandonment of the Real Estate; or
- g. Failure by the Buyer to perform or cure any other covenant or term of this Agreement for a period of thirty (30) days after receipt of written notice.

12.02 *Sellers' Remedies.* Upon the occurrence of an Event of Default, all sums secured under this Agreement shall be immediately due and payable, without notice, and shall thereafter accrue interest at an annual default rate of ten percent (10%). Upon such default, Sellers shall institute an action of foreclosure in the same manner that Real Estate mortgages are foreclosed under Indiana law.

SECTION 13. Buyer's Remedies on Sellers' Default.

13.01 If Sellers fail to convey the Real Estate to Buyer as required by this Agreement, Buyer may file suit for specific performance to compel the transfer or Buyer may pursue any other remedy as is available at law or in equity.

13.02 If Sellers fail to make any payment required of it pursuant to the terms of this Agreement, Buyer may either claim a reduction or setoff against the monies owed to Sellers or may file a suit to invoke any remedy available at law or in equity.

SECTION 14. Additional Covenants.

14.01. A memorandum of this Agreement may be recorded and shall be adequate notice of the provisions of this Agreement as if the entire document had been recorded.

14.02. Each party shall be entitled to recover his reasonable attorneys' fees, costs and expenses incurred by reason of enforcing any of the rights or obligations of this Agreement.

14.03. The failure or omission of either party to enforce any right or remedy upon any breach of any of the terms of this Agreement shall not limit or bar any of said party's rights upon a subsequent Event of Default.

14.06. This Agreement shall be binding upon the parties hereto and their respective successors, assigns and personal representatives.

IN WITNESS WHEREOF, Sellers and Buyer have executed this Agreement in duplicate as of the day first written above.

Sellers:

Buyer:

Bobbie L. McCarty
Bobbie L. McCarty

Leon H. Rusinek
Rusinek, Inc. by Leon H. Rusinek, agent

Florence M. McCarty
Florence M. McCarty

STATE OF INDIANA)

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COUNTY OF LAKE)

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared Florence M. McCarty who executed and acknowledged the execution of the foregoing Agreement for Conditional Sale of Real Estate.

WITNESS my hand and Notarial Seal this 12th day of June, 1998

William I. Fine
William I. Fine, Notary Public

My Commission expires: 2/4/99
Resident of Lake County

STATE OF INDIANA)

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COUNTY OF LAKE)



Before me, a Notary Public in and for said County and State, personally appeared Rusinek, Inc., by its agent, Leon H. Rusinek, who executed and acknowledged the execution of the foregoing Agreement for Conditional Sale of Real Estate instrument for and on behalf of said corporation. *RUSINEK

WITNESS my hand and Notarial Seal this 12th day of June, 1998

William I. Fine
William I. Fine, Notary Public


My Commission expires: 2/4/99

Resident of Lake County

STATE OF INDIANA)
) :ss
COUNTY OF LAKE)

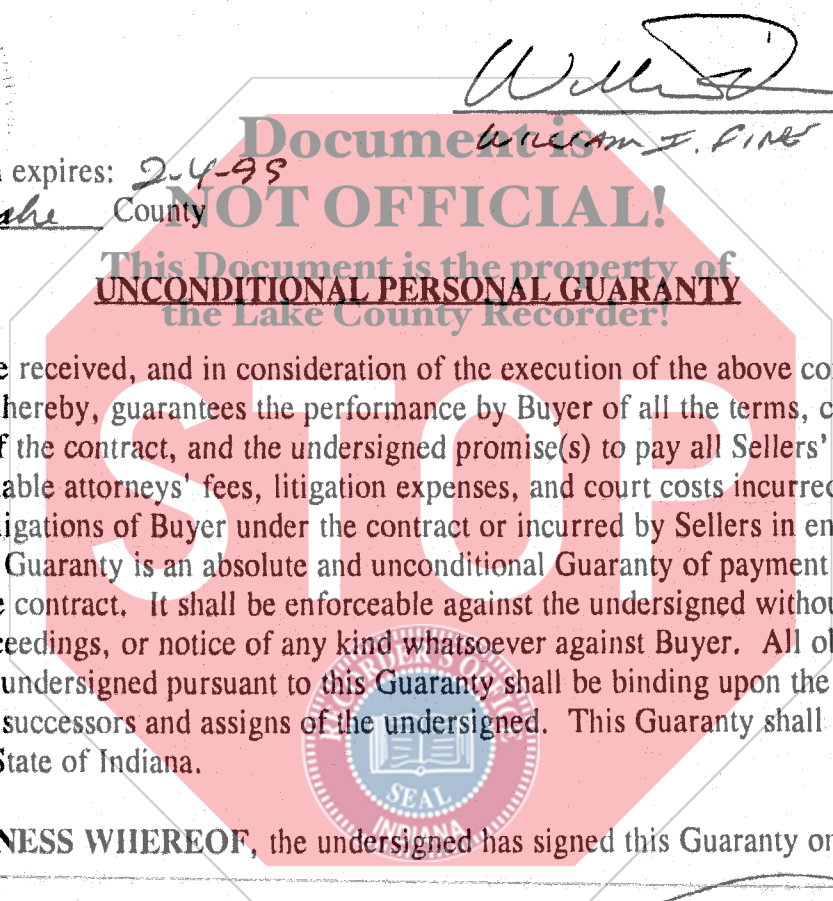
Before me, a Notary Public in and for said County and State, personally appeared Bobbie L. McCarty who executed and acknowledged the execution of the foregoing Agreement for Conditional Sale of Real Estate.

-WITNESS my hand and Notarial Seal this 12th day of June, 1998.



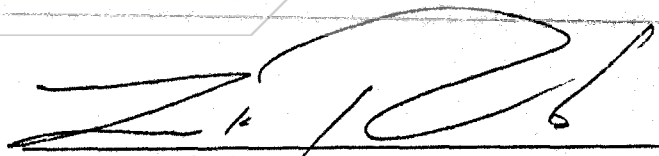
William I. Fine Notary Public

My Commission expires: 2-4-99
Resident of Lake County



For value received, and in consideration of the execution of the above contract by Buyer, the undersigned hereby, guarantees the performance by Buyer of all the terms, conditions, covenants and of the contract, and the undersigned promise(s) to pay all Sellers' expenses, including reasonable attorneys' fees, litigation expenses, and court costs incurred by Sellers in enforcing all obligations of Buyer under the contract or incurred by Sellers in enforcing this Guaranty. This Guaranty is an absolute and unconditional Guaranty of payment and all conditions of the contract. It shall be enforceable against the undersigned without the necessity of any suit, proceedings, or notice of any kind whatsoever against Buyer. All obligations and liabilities of the undersigned pursuant to this Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned. This Guaranty shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the undersigned has signed this Guaranty on the date of the above contract.



Leon H. Rusinek

This document was prepared by William I. Fine, Atty at Law, 2833 Lincoln St. Highland, IN