

*Estrada*

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

~~9902984~~ CONDITIONAL PURCHASE OF REAL ESTATE

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AKA LYNDIA R. KRUEGER AS TR OF  
TRST OF

THIS CONTRACT MADE AND ENTERED INTO BY AND BETWEEN SHIRLEY JEAN, TEITGE, TRUSTEE OF RAY AND SHIRLEY TRUST SELLER AND NORBERT AND MARJORIE ESTRADA.

WITNESSETH:

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 IMPROVEMENTS LOCATED ON IT) IN LAKE COUNTY, INDIANA, SUCH REAL ESTATE, INCLUDING IMPROVEMENTS, BEING HEREINAFTER CALLED THE "REAL ESTATE".

LOT 3 (4631 ROSS ROAD), LOTS 6 and 7; KOEDYKER FARMS  
1ST ADDITION, PLAT BOOK 26, PAGE 17.

# 39-390-3,6,7

UPON THE FOLLOWING COVENANTS, TERMS AND CONDITIONS.

1.  
PURCHASE OPTION PRICE AND MANNER OF PAYMENT

AS THE PURCHASE OPTION PRICE FOR THE REAL ESTATE, BUYER AGREES TO PAY TO SELLER AND SELLER AGREES TO ACCEPT FROM BUYER THE SUM OF TWENTY SEVEN THOUSAND (27,000.00) DOLLARS.

THE PURCHASE PRICE SHALL BE PAID IN THE FOLLOWING MANNER: THE SUM OF THREE THOUSAND (\$3,000.00) DOLLARS JAN. 1, 1999; BALANCE OF FOUR THOUSAND (\$4,000.00) DOLLARS PAID BY JUNE 1, 1999 WAS PAID BY BUYER TO SELLER AT THE TIME OF THE DELIVERY AND EXECUTION OF THIS PURCHASE, AND RECEIPT OF SUCH SUM IS ACKNOWLEDGED BY SELLER.

THE SUM OF TWENTY THOUSAND (\$20,000.00) DOLLARS SHALL BE AMORTIZED OVER A PERIOD OF TEN (10) YEARS AND PAID MONTHLY, ON THE FIRST (1st) DAY OF EACH MONTH, BEGINNING JANUARY 5, 1999 AND ON DATES IN EACH MONTH THEREAFTER THROUGH DECEMBER, 2008. WITHIN FIFTEEN (15) DAYS OF SAID DATE OF LAST PAYMENT, THE ENTIRE BALANCE DUE HEREUNDER SHALL BE PAID IN FULL.

THE UNPAID BALANCE OF THE PURCHASE OPTION PRICE SHALL BEAR INTEREST AT THE RATE OF .07% PER ANNUM, SUCH INTEREST TO BE COMPUTED MONTHLY, IN ADVANCE, ON THE FIRST DAY OF EACH MONTH UPON THE PRINCIPAL SUM UNPAID AT THE BEGINNING OF SUCH PERIOD. THE AMOUNT OF THE INTEREST SO FOUND DUE SHALL BE DEDUCTED FROM THE AMOUNT OF AGGREGATE PAYMENTS MADE DURING THE SUCCEEDING PERIOD AND THE BALANCE OF THE AGGREGATE OF SUCH PAYMENTS SHALL BE CREDITED AGAINST THE PRINCIPAL.

*Loan initiated Jan 1, 1999*

**FILED**

APR 06 1999

PETER BENJAMIN  
LAKE COUNTY AUDITOR

000371

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*Norbert J. Estrada  
4631 Ross Road  
Ray Ln 46408*

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ALL PAYMENTS DUE HEREUNDER SHALL BE MADE TO 4665 ROSS ROAD, GARY, INDIANA OR AT SUCH PLACE AS SELLER SHALL DESIGNATE IN WRITING.

II.

PREPAYMENT OF THE PURCHASE OPTION PRICE

BUYER SHALL HAVE THE PRIVILEGE OF PAYING WITHOUT PENALTY AT ANY TIME, ANY SUM OR SUMS IN ADDITION TO THE PAYMENTS HEREREQUIRED. IT IS THAT NO SUCH PREPAYMENTS, EXCEPT PAYMENT IN FULL, SHALL STOP THE ACCRUAL OF INTEREST ON THE AMOUNT SO PAID UNTIL THE NEXT SUCCEEDING COMPUTATION OF INTEREST AFTER SUCH PAYMENT IS MADE. INTEREST SHALL NOT CONSTITUTE FULL PAYMENT OF THE PURCHASE OPTION PRICE.

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III.

TAXES, ASSESSMENTS AND INSURANCE  
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SELLER WILL PAY TAXES FOR THE YEAR 1998, PAYABLE IN 1999. BUYER SHALL PAY ALL TAXES AND SPECIAL ASSESSMENTS HEREAFTER LEVIED ON THE LAND BEFORE ANY PENALTY FOR NON PAYMENT ATTACHES HERETO, AND SUBMIT RECEIPTS TO SELLER UPON REQUEST, AS EVIDENCE OF PAYMENT THEROF: AND ALSO AT ALL TIMES TO KEEP THE BUILDINGS NOW OR HEREAFTER ON THE LAND INSURED AGAINST LOSS AND DAMAGE, IN MANNER AND TO AN AMOUNT APPROVED BY SELLER, AND TO DELIVER THE POLICIES AS ISSUED TO SELLER WITH PREMIUMS FULLY PAID.

IF BUYER FAILS TO PERFORM ANY ACT OR TO MAKE ANY PAYMENT REQUIRED OF HIM BY THIS ARTICLE, 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 OR A WAIVER OF ANY REMEDY GIVEN SELLER UNDER THIS PURCHASE, NOR SHALL SUCH EXERCISE CONSTITUTE AN ESTOPPEL TO THE 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.

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 FROM THE RESPECTIVE DATES OF MAKE



cont.

ING PAYMENT OR INCURRING COSTS AND EXPENSES.

IV.

POSSESSION

SELLER SHALL DELIVER TO BUYER FULL AND COMPLETE POSSESSION OF THE REAL ESTATE UPON EXECUTION OF THIS AGREEMENT BY ALL PARTIES.

V.

EVIDENCE OF TITLE

IF BUYER IS NOT IN DEFAULT UNDER THIS PURCHASE, SELLER WILL FURNISH BUYER AN OWNER'S TITLE INSURANCE POLICY DISCLOSING MARKETABLE TITLE TO THE REAL ESTATE TO A DATE WHICH IS THE EARLIER OF (a) A DATE (AFTER THE DATE OF THIS PURCHASE) SPECIFIED BY BUYER IN A NOTICE TO SELLER OR (b) A DATE 60 DAYS PRIOR TO THE DATE THE FINAL INSTALLMENT UNDER THIS PURCHASE IS DUE.

A TITLE INSURANCE POLICY FURNISHED UNDER THIS PURCHASE SHALL BE IN THE AMOUNT OF THE PURCHASE OPTION PRICE AND SHALL BE ISSUED BY AN INSURER SATISFACTORY TO BUYER.

ANY FURTHER TITLE EVIDENCE SHALL BE AT THE EXPENSE OF THE BUYER, PROVIDED, HOWEVER, THAT THE COST OF ADDITIONAL TITLE EVIDENCE NECESSITATED BY THE ACT OR OMISSIONS OF SELLER OR BY ANY JUDICIAL PROCEEDING AFFECTING THE REAL ESTATE SHALL BE BORNE BY SELLER.

SELLER COVENANTS AND AGREES THAT UPON THE PAYMENT OF ALL SUMS DUE UNDER THIS PURCHASE AND THE PROMPT AND FULL PERFORMANCE BY BUYER OF ALL COVENANTS AND AGREEMENTS HERIN MADE, SELLER WILL CONVEY OR CAUSE TO BE CONVEYED TO BUYER BY WARRANTY DEED, THE ABOVE-DESCRIBED REAL ESTATE SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD AS OF A DATE ON OR BEFORE THE DATE OF THE PURCHASE AND ALL TAXES AND ASSESSMENTS WHICH ARE LESSEE'S OBLIGATIONS.

VI.

ASSIGNMENT OF PURCHASE

BUYER MAY NOT PURCHASE OR ASSIGN THIS PURCHASE, LESSEE'S INTEREST THEREIN, OR LESSEE'S INTEREST IN THE REAL ESTATE, WITHOUT THE WRITTEN CONSENT OF SELLER.

VII.

USE OF REAL ESTATE BY BUYER, LESSOR'S RIGHT TO INSPECTION  
AND LESSEE'S RESPONSIBILITY FOR INJURIES

THE REAL ESTATE MAY NOT BE RENTED, LEASED, OR OCCUPIED BY PERSONS OTHER THAN BUYER. BUYER MAY MAKE ALTERATIONS, CHANGES AND MAKE ADDITIONAL IMPROVEMENTS ONLY WITH 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 PURCHASE SHALL BE INTERPRETED SO AS TO CREATE OR ALLOW ANY MECHANICS, LABOR, MATERIAL MEN, OR OTHER CREDITORS OF BUYER OR OF AN ASSIGNEE OF BUYER TO OBTAIN A LEIN OR ATTACHMENT AGAINST LESSOR'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 LESSEE'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.

SELLER SHALL HAVE THE RIGHT TO ENTER AND INSPECT THE REAL ESTATE AT ANY REASONABLE TIME.

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.

VIII.

LESSOR'S REMEDIES ON BUYER'S DEFAULT

TIME SHALL BE OF THE ESSENCE OF THIS PURCHASE.

IF BUYER FAILS, NEGLECTS OR REFUSES TO MAKE ANY PAYMENT UNDER THIS PURCHASE WHEN DUE OR TO PERFORM ANY OF LESSEE'S COVENANTS, TERMS AND CONDITIONS WHEN AND AS REQUIRED UNDER THIS PURCHASE:

SELLER SHALL HAVE THE RIGHT TO DECLARE THIS PURCHASE FORFEITED AND TERMINATED, AND UPON SUCH DECLARATION, ALL RIGHT, TITLE AND INTEREST OF BUYER IN AND TO THE REAL ESTATE SHALL IMMEDIATELY CEASE AND BUYER SHALL THEN BE CONSIDERED AS A TENANT HOLDING OVER WITHOUT PERMISSION AND SELLER SHALL BE ENTITLED TO RE-ENTER AND TAKE IMMEDIATE POSSESSION OF THE REAL ESTATE AND TO EVICT BUYER AND ALL PERSONS CLAIMING UNDER HIM:

SEPARATELY OR IN CONJUNCTION WITH HIS RIGHT UNDER THE ABOVE, AS SELLER MAY ELECT, SELLER SHALL HAVE THE RIGHT TO FILE IN A COURT OF COMPETENT JURISDICTION AN ACTION TO HAVE THIS

PURCHASE FORFEITED AND TERMINATED AND TO RECOVER FROM BUYER ALL OR ANY OF THE FOLLOWING:

POSSESSION OF THE REAL ESTATE: ANY INSTALLMENTS DUE AND UNPAID AT THE TIME OF FILING OF THE ACTION AND BECOMING DUE AND UNPAID FROM THAT TIME UNTIL POSSESSION OF THE REAL ESTATE IS RECOVERED.

INTEREST ON THE PRINCIPAL FROM THE LAST DATE TO WHICH INTEREST WAS PAID UNTIL JUDGEMENT OR POSSESSION IS RECOVERED BY SELLER WHICHEVER SHALL OCCUR FIRST: PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED AS ALLOWING SELLER TO RECOVER ANY INTEREST WHICH WOULD BE INCLUDED UNDER ABOVE.

DUE AND UNPAID REAL ESTATE TAXES, ASSESSMENTS, CHARGES AND PENALTIES WHICH BUYER IS OBLIGATED TO PAY UNDER THIS PURCHASE. PREMIUMS DUE AND UNPAID FOR INSURANCE WHICH BUYER IS OBLIGATED TO PROVIDE UNDER THIS PURCHASE. 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. ANY OTHER AMOUNTS (OTHER THAN PAYMENT OF THE PURCHASE OPTION PRICE) WHICH BUYER IS OBLIGATED TO PAY UNDER THIS PURCHASE.

IN ADDITION TO ANY OTHER REMEDY UNDER THIS PURCHASE, SELLER SHALL HAVE SUCH OTHER REMEDIES AS ARE AVAILABLE AT LAW OR INEQUITY. IN ANY CASE SELLER SHALL HAVE THE RIGHT TO RETAIN (WITHOUT PREJUDICE TO HIS RIGHT TO RECOVER ANY OTHER SUMS FROM BUYER, OR TO HAVE ANY OTHER REMEDY, UNDER THIS PURCHASE) ALL PAYMENTS MADE BY BUYER TO SELLER AND ALL SUMS RECEIVED BY SELLER AS PROCEEDS OF INSURANCE OR AS OTHER BENEFITS OR CONSIDERATIONS, IN EACH CASE MADE OR RECEIVED UNDER THIS PURCHASE.

IN ANY JUDICIAL PROCEEDING TO ENFORCE THIS PURCHASE BUYER SPECIFICALLY WAIVES, TO THE EXTENT HE LAWFULLY MAY DO, HIS RIGHT, IF ANY, TO A HEARING PRELIMINARY TO A JUDICIAL ORDER FOR IMMEDIATE POSSESSION OF THE REAL ESTATE TO BE GRANTED TO SELLER UNDER APPLICABLE LAW. ALL SUMS PAYABLE UNDER THIS PURCHASE ARE PAYABLE WITH ACCRUED INTEREST AND WITHOUT RELIEF FROM VALUATION OR APPRAISEMENT LAWS. IN ADDITION TO ANY OTHER SUM PAYABLE BY BUYER UNDER THIS PURCHASE, BUYER SHALL PAY ANY REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY SELLER IN CONNECTION WITH THE EXERCISE OF ANY RIGHT OR REMEDY UNDER THIS PURCHASE, AND THE PREPARATION AND DELIVERY OF NOTICE.

THE FAILURE OR OMISSION OF SELLER TO ENFORCE ANY OF HIS RIGHTS OR REMEDIES UPON ANY BREACH OF ANY OF THE COVENANTS, TERMS OR CONDITIONS OF THIS PURCHASE SHALL NOT BAR OR ABRIDGE ANY OF HIS RIGHTS OR REMEDIES UPON ANY SUBSEQUENT DEFAULT.

BEFORE SELLER SHALL PURSUE ANY OF HIS RIGHTS OR REMEDIES HE SHALL FIRST GIVE BUYER WRITTEN NOTICE OF THE DEFAULT COMPLAINED OF AND BUYER SHALL HAVE TEN (10) DAYS FROM POSTING OF SUCH NOTICE TO CORRECT ANY DEFAULT PROVIDED, HOWEVER THREE (3) DAYS NOTICE SHALL BE REQUIRED IN THE CASE OF ANY DEFAULT IN PAYMENT OF ANY MONIES AGREED TO BE PAID BY BUYER UNDER THIS PURCHASE



IX.

GENERAL AGREEMENT OF PARTIES

ALL COVENANTS HEREOF SHALL EXTEND TO AND 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 NOTICES 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

HEADINGS ARE FOR REFERENCE ONLY AND DO NOT AFFECT THE PROVISIONS OF THIS AGREEMENT. WHERE APPROPRIATE, THE MASCULINE GENDER SHALL INCLUDE THE FEMININE OR THE NEUTER, AND THE SINGULAR SHALL INCLUDE THE PLURAL.

IN WITNESS WHEREOF, THE SELLER AND BUYER HAVE EXECUTED THIS INSTRUMENT IN DUPLICATE ON THIS 6<sup>th</sup> DAY OF April, 1999.

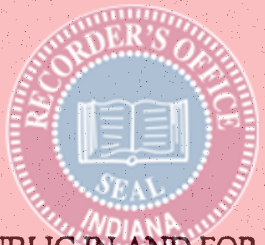
Norbert A. Estrada  
BUYER

Shirley Jean Tetteg, Trustee  
SELLER

Marjorie C. Estrada  
BUYER

SELLER

STATE OF INDIANA )  
COUNTY OF Lake ) SS:



BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS April 6, 1999, PERSONALLY APPEARED Norbert A. Estrada, Marjorie C. Estrada AND ALSO APPEARED Shirley Jean Tetteg, Trustee AND EACH ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING PURCHASE FOR CONDITIONAL PURCHASE OF REAL ESTATE TO BE HIS AND HER VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL.

Carlynn P. P. Carthy

MY COMMISSION EXPIRES 3-9-02 RESIDENT OF Lake COUNTY