

STATE OF INDIANA  
LAKE COUNTY  
NEED FOR RECORD  
**Land Contract**

99083427

This Land Contract has been executed this 16 <sup>99 OCT - 8</sup> day of Sept. 1999 between Allen Watkins of Porter County, Indiana hereinafter referred to as "Seller" and Leopoldo & Isabel Herman of Lake County, Indiana hereinafter referred to as "Buyer".

Witnesseth that the parties agree as follows:

Seller hereby sells to buyer and buyer hereby purchases from seller, the real estate commonly known as 1121 W. 39th Ave Hobart IN 46342 with all improvements thereon or belonging thereto, located in Lake County, Indiana.

The legal description is as follows:

Lot 8, Block 2 in Rossow's Addition, as per plat thereof, as shown in Plat Book 14 page 4 in Lake County, IN.

Subject to all easements and restrictions of record.

1. **Purchase Price:** The purchase price for the real estate shall be the sum of Eighty Five Thousand Nine Hundred (85,900.00) which buyer agrees to pay seller in accordance with the terms and conditions of this contract, and with reasonable attorneys' fees in the event of a default.

2. **Method of Payment:** The purchase price shall be paid in the following manner:  
a. A down payment of \$6,000.00 to be applied toward the purchase price.  
b. The balance of \$79,900.00 via monthly payments equal to the monthly payments required by the sellers' current first mortgage that has an adjustable interest rate. Currently the mortgage payment is 208.00, the interest rate is 7.75% and the principle balance is currently \$72,244.43. The amortization left on the mortgage is approximately 28 years. The first payment is due on the 23 day of Sept. 1999, and shall continue thereafter on the 23 day of each successive calendar month until a final balloon payment becomes due on the 23 day of Sept. 2001.

Each month as the seller receives the mortgage payment from the buyer, the seller agrees to mail a copy of the most recent mortgage statement to the buyer.

3. **Taxes:** Buyer shall pay all taxes, special assessments and the like, on the real estate from the date that the buyer takes possession. Taxes yet due for 1998 if any and 1999 shall be prorated at 100% of the current tax amount, through the date of closing. That amount is \_\_\_\_\_. A credit for that amount shall be applied toward the final balloon payment.

It is understood that the taxes are currently escrowed by the seller's mortgage company and will continue to be in the name of the seller and credited toward the sellers' mortgage payoff when the buyer pays off this Land Contract.

Buyer upon written notice to seller and at buyer's expense, may contest on seller's and buyer's behalf, any changes of the assessed valuation of the real estate. Buyer shall forward to seller a copy of all statements for taxes. Buyer is responsible for all taxes due from the date of closing and into the future.

Leopoldo Herman  
1121 W. 39th Ave  
Hobart IN. 46342

**FILED**

OCT 08 1999

PETER BENJAMIN  
LAKE COUNTY AUDITOR

000589

14.00  
C.P.S.  
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4. **Insurance:** Buyer agrees to continue with the sellers' current insurance company and agent for which the payment is escrowed and is a part of the current monthly mortgage payment. Buyer agrees to add the seller's name on the insurance policy as additional loss payee and provide the seller with a copy.

It is understood that in the event of a partial loss the insurance proceeds will be used to correct the loss to maintain the market value of the home. In the event of a full loss the insurance proceeds will first payoff the seller's mortgage, second the balance of this Land Contract, and third the balance to the buyer.

5. **Repairs:** Seller acknowledges that seller is not aware of any defects in the real estate that has not already been disclosed. Buyer agrees to hold seller harmless for all future repairs to the real estate.

Buyer shall use and maintain the real estate and the improvements hereon and shall keep the same in good repair. Buyer shall not commit waste on the real estate and, with respect to occupancy and use of the real estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.

6. **Possession:** Seller shall give buyer full and complete possession of the real estate on the 21 day of Sept., 1999. Otherwise a possession hold back charge of 30 per day shall be paid by seller to the buyer. The condition of the property shall be the same as when buyer first looked at the property.

7. **Warranties of Title:** Seller hereby warrants that seller has a good and merchantable title to the real estate, free and clear of any and all liens, leases, restrictions and encumbrances, except as follows:

a. Easement and restriction of record as disclosed in the Title Binder.

Seller further represents and warrants the following as of the date hereof:

There are no unpaid claims for labor done upon or materials furnished for the real estate in respect of which liens have been or may be filed; the improvements upon real estate are all located entirely within the bounds of the real estate, and there are no encroachments thereon; there are no existing violations of zoning ordinances or other restrictions applicable to the real estate; there is no judgement of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate; and Seller is neither principle nor surety on any bond payable to the State of Indiana.

8. **Mechanic's Lien:** Buyer shall not permit any statement of intention to hold a Mechanic's Lien to be filed against the real estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for buyer.

9. **Risks:** Buyer hereby assumes all risk and responsibility for accidents, injury or damage to person and property arising from buyer's use and control of the real estate and the improvements thereon.

10. **Inspection:** Until the purchase price is paid in full, seller may at reasonable times, and upon reasonable notice to buyer, enter and inspect the real estate.

11. **Default and Acceleration:** It is expressly agreed that time is of the essence of this contract. Upon the occurrence of any event of default, of payment or condition of this contract, the entire contract balance, and all accrued, unpaid interest thereon, shall, at the option of seller, become immediately due and payable without notice. Seller shall have the right to pursue immediately any and all remedies, legal or equitable, as or available under applicable law to collect such contract balance and accrued interest, to protect sellers' interest under this contract and in the real estate.

If buyers are in default, buyers forfeit all rights to the property or to possession of the property and seller has right to retake possession of the property. Buyers will be responsible for all legal and other expenses involved in enforcing Seller's rights with regard to the property.

12. **Binding Effects:** This contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties.

13. **Notice:** Any notices to be given hereunder shall be deemed sufficiently given when actually served on the person to be notified, or placed in an envelope directed to the person to be notified at their known address and deposited in the United States mail by certified or registered mail, postage prepaid.

14. **Final payment:** Upon final payment by buyer of the purchase price in full, with all interest accrued thereon, seller agrees and covenants to convey the real estate to buyer by General Warranty Deed.

15. **Recording:** This agreement may be recorded by buyer, at buyer's expense.

In witness whereof, seller and buyer have executed this instrument on this 2<sup>nd</sup> day of Oct 1999.

Leopoldo J. Heenan  
Buyer

Allen Watkins  
Seller Allen Watkins

\_\_\_\_\_  
Witness

