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STATE OF INDIANA
LAKE COUNTY
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MOSES V. CARTER
RECORDER

LAND CONTRACT

PETER BENJAMIN
LAKE COUNTY AUDITOR

THIS LAND CONTRACT ("Contract") has been executed this 28th day of SEPTEMBER, 1999, by INDEPENDENT ORDER OF ODD FELLOWS,*
*CHEQUEUK LODGE #56
("Vendor"), and HOUSE OF PRAYER APOSTOLIC OVERCOMING HOLY CHURCH OF GOD by
REV. ESTER R. MATTHEWS and BISHOP JOE L. BENNETT ("Purchaser"),

WITNESSETH that the parties agree as follows:

Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the following described real estate:

Lot 1 in Block 1 in Highland Park Addition to Hammond, as per plat thereof, recorded in Plat Book 9 page 12, in the Office of the Recorder of Lake County, Indiana.

together with all improvements thereon, with the exception of the safe still located on the premises which is not a part of this Contract, AS IS, following inspection by the Purchaser and located in Lake County, Indiana ("Real Estate"), and commonly known as: 403 Highland, Hammond, Indiana, all upon the following covenants, terms and conditions:

I. Purchase Price and Manner of Payment.

A. Purchase Price. The Purchase Price for the Real Estate shall be the sum of Fifty-five Thousand (\$55,000.00) Dollars ("Purchase Price"), which Purchaser agrees to pay to Vendor in accordance with the terms and conditions of this contract, without relief from valuation and appraisement laws and with reasonable attorneys' fees after default and referral to an attorney for collection.

B. Manner of payment. The Purchase Price shall be paid in the following manner:

1. The sum of Ten Thousand (\$10,000.00) Dollars shall be paid upon execution and delivery of this Contract by Purchaser to Vendor and Vendor, by signatures hereon, acknowledge receipt of such payment.

2. The remaining unpaid principal balance of the Purchase Price ("Contract Balance") in the amount of Forty-five Thousand (\$45,000.00) Dollars shall be paid to Vendor by Purchaser, together with

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interest at the rate of Eight Percent (8%) per annum ("Per Annum Rate"), as follows:

With interest computed from October 1, 1999, on the monthly unpaid Contract Balance at the Per Annum Rate, in equal monthly installments of Three Hundred Seventy-six and 40/100 (\$376.40) Dollars per month for five (5) years, which installment payments shall commence on the 1st day of November, 1999, and shall continue thereafter on the 1st day of each successive calendar month until the 1st day of October, 2004, when the entire Contract Balance, together with all accrued interest thereon, is paid in full.

3. Purchaser may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall relieve Purchaser from continuing to make scheduled payments as they become due and payable. All payments made by Purchaser, including prepayments, shall be applied first to interest due and payable and the balance, if any, to principal.

4. All payments shall be made to Vendor, INDEPENDENT ORDER OF ODD FELLOWS, at: P. O. Box 1051, Valparaiso, Indiana 46383, or to such other place or person as Vendor may direct by written notice to Purchaser.

II. Taxes and Insurance.

A. **Taxes.** Taxes shall be prorated by and between Purchaser and Vendor effective date of closing, and Purchaser shall pay for all installments of taxes payable thereafter. Vendor covenants and agrees to pay, prior to delinquency, all prior real estate taxes on the Real Estate. Purchaser, upon written notice to Vendor and at Purchaser's expense, may contest, on Vendor's and Purchaser's behalf, any changes of the assessed valuation of the Real Estate. Vendor shall forward or cause to be forwarded to Purchaser a copy of all statements for real estate taxes on the Real Estate payable by Purchaser, as received, and Purchaser shall provide to Vendor, upon request, evidence of payment of such taxes.

B. **Assessments.** Purchaser shall pay all assessments for municipal and other improvements becoming a lien after date of closing.

Vendor covenants and agrees to pay all such assessments becoming a lien prior to such date.

C. Insurance. Purchaser shall keep the Real Estate insured under a multi-peril policy in a company approved by Vendor, which approval shall not be unreasonably withheld, and shall pay the premiums on such insurance policies as they become due. Such insurance shall provide hazard insurance coverage against loss by fire, lightning, wind, storm and other perils insured against in extended coverage riders to fire policies in an amount not less than the Contract Balance or the full extent of Purchaser's insurable value, whichever is less and liability coverage in an amount not less than Three Hundred Thousand (\$300,000.00) Dollars in respect to bodily injury or death to any one person and to the limit of Five Hundred Thousand (\$500,000.00) Dollars per occurrence. The insurance required under this paragraph shall be issued in the names of Vendor and Purchaser as their respective interests appear, and shall provide that the insurer may not cancel or materially change coverage without ten (10) days prior written notice to Vendor. Said policy shall carry a deductible in an amount not to exceed Five Hundred (\$500.00) Dollars. Said insurance, together with all additional or substituted insurance shall contain appropriate riders or loss payable clauses for the protection of the interests of all parties concerned, including the First Mortgagee, if any. At all times such insurance shall at least comply with the insurance required by the First Mortgage. Purchaser shall provide Vendor with such proof of insurance coverage as Vendor from time to time may reasonably request.

Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to the Real Estate covered by Required Insurance shall be applied to restoration and repair of the loss or damage in such fashion as Vendor reasonably may require, unless such restoration and repair is not economically feasible or there exists an uncured Event of Default by Purchaser under this Contract on the date of receipt of such proceeds, in either of which events, the proceeds may be applied, at Vendors' option, toward prepayment of the Contract Balance, with any excess to be paid to Purchaser.

D. **Payment by Vendor.** If Purchaser fails to perform any act or to make any payment required of Purchaser under this Agreement, Vendor 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 attorneys' fees. Nothing in this provision shall imply any obligation on the part of Vendor to perform any act or to make any payment required of Purchaser.

The exercise of this right by Vendor shall not constitute a release of any obligation or a waiver of any remedy given Vendor under this Contract, nor shall such exercise constitute an estoppel or bar to the exercise of Vendor of any right or remedy of this for a subsequent failure by Purchaser to perform any act or make any payment required by him.

Payments made by Vendor and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Vendor, either (i) be payable to Vendor by Purchaser within thirty (30) days after demand, or (ii) be added to the Contract Balance. Such costs, when added to the Contract Balance, shall bear interest at the annual rate of three percent (3%) over prime as prime is set by First National Bank of Chicago; Chicago, Illinois.

III. **Possession.**

Vendors shall give Purchaser possession of Real Estate as of the date of closing.

IV. **Evidence of Title.**

Vendor shall furnish an Owner's Contract Purchaser's Policy to Purchaser upon Purchaser's request, which will complete Vendor's obligation for title evidence. Any later date searches done at the conclusion of the contract shall be at the expense of Purchaser.

V. **Warranties of Vendor.**

Vendor hereby warrants that Vendor has good and merchantable title to the Real Estate, free and clear of any and all liens, restrictions and encumbrances, except as follows:

- A. Easements and restrictions;
- B. Current real estate taxes not yet delinquent;

- C. Highways and legal rights-of-way and recorded limitation of access thereto;
- D. Ditches and drains;
- E. Leases

Vendor further represents and warrants the following as of the date hereof: Vendor has made no contract to sell all or a part of the Real Estate to any person other than the purchaser; Vendor has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or material furnished for the Real Estate in respect of which liens have been or may be filed; the improvements upon the 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 judgment 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 Vendor is neither principal nor surety on any bond payable to the State of Indiana.

VI. Vendor's Right to Mortgage Real Estate.

Vendor shall not have the right, without Purchaser's consent, to encumber the Real Estate with a mortgage.

VII. Transfer of Purchaser's Interest--Condemnation.

Purchaser's interest in this contract and Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by Purchaser without the written consent of Vendor. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect to the part so taken or damaged are hereby assigned to and shall be paid directly to Vendor. Such proceeds shall be applied, at Vendor's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if a condemnation award is received in an amount above the contract price of this contract, the

Purchaser shall receive not only its investment in the property but also that share of the condemnation award which exceeds the contract sales price.

VIII. Mechanic's Liens.

Purchaser 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 Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Vendor, at Vendor's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Vendor, shall cause the lien to be released at Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

IX. Indemnification and Release.

Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Vendor, Purchaser shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected against by insurance. If Vendor shall become a party to litigation commenced by or against Purchaser, then Purchaser shall

indemnify and hold Vendor harmless. The indemnification provided by this paragraph shall include all legal costs and reasonable attorneys' fees incurred by Vendor in connection with any such claim, action or proceeding. Purchaser hereby releases Vendor from all liability for any accident, damage or injury caused to person or property, from any cause whatsoever, on or about the Real Estate.

X. Use of the Real Estate by Purchaser; Vendor's Right of Inspection; Purchaser's Responsibility for Accidents.

A. **Use.** None of the improvements now or hereafter located on the Real Estate shall be materially changed, (cleanup and decorating assumed) without the prior written consent of Vendor. No additional improvements shall be placed on the Real Estate without the prior written consent of Vendor. Purchaser, at Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. Purchaser 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.

B. **Vendor's Right of Inspection.** Until the purchase price and all interest thereon is paid in full, Vendor bi-annually and at reasonable times, peaceably may enter and inspect the Real Estate.

C. **Purchaser's Responsibility for Accidents.** Purchaser assumes all risk and responsibility for accident, injury or damage to person and property arising from Purchaser's use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to Vendor, insuring the Vendor's liability as well as the Purchaser's.

XI. Vendor's Remedies on Purchaser's Default.

It is expressly agreed by Purchaser that time is of the essence of this Contract. If Purchaser fails, neglects or refuses to make any payment under this contract when due or to perform any of Purchaser's promises, terms and conditions when and as required under this Contract, Vendor may exercise any of the following remedies:

A. Vendor shall have the right to declare this Contract forfeited and terminated, to declare the entire unpaid balance immediately due and payable, and upon such a declaration, all right, title and interest of Purchaser in and to the Real Estate shall immediately cease and Purchaser shall then be considered as a tenant holding over without permission, and Vendor shall be entitled to re-enter and take immediate possession of the Real Estate and to evict Purchaser and all persons claiming under him;

B. Separately or in conjunction with his right under A. above, as Vendor may elect, Vendor shall have the right to file in a court of competent jurisdiction an action to have this Contract forfeited and terminated and to recover from Purchaser all or any of the following:

1. possession of the Real Estate;
2. 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;
3. interest on the principal from the last date to which interest was paid until judgment or possession is recovered by Vendor, whichever shall occur first; provided, however, that this shall not be construed as allowing Vendor to recover any interest which would be included under Item B. 2. above;
4. due and unpaid real estate taxes, assessments, charges and penalties which Vendor is obligated to pay under this Contract which shall be prorated with Purchaser paying that portion for periods prior to the date possession of the Real Estate is recovered by Vendor and Vendor assuming the property subject to those expenses for periods after possession is recovered;
5. premiums due and unpaid for insurance which Purchaser is obligated to provide under this Contract which shall be prorated with Purchaser paying that portion for periods prior to the date possession of the Real Estate is recovered by Vendor and Vendor assuming the property subject to those expenses for periods after possession is recovered;
6. the 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;
7. any other amounts (other than payment of the purchase price) which Purchaser is obligated to pay under this contract.

C. In addition to any other remedy under this Contract, Vendor shall have such other remedies as are available at law or in equity.

D. In any case, Vendor shall have the right to retain (without prejudice to his right to recover any other sums from Purchaser, or to have any other remedy, under this Contract) all payments made by Purchaser to Vendor and all sums received by Vendor as proceeds of insurance or as other benefits or considerations, in each case made or received under this Contract.

E. In the event Purchaser has substantial equity in the real estate when default occurs, then this Contract shall be considered the same as a promissory note secured by a real estate mortgage, and Vendor's remedies shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law and Vendor may not avail itself of the remedy of forfeiture. In the event that this Section is applicable, then Vendor may declare all of the sums secured by this Contract, to be immediately due and payable, and Vendor may immediately institute legal action to foreclose this Contract and Purchaser's interest in the real estate. Said foreclosure may be enforced without relief from valuation or appraisement laws, and Vendor may request that a receiver be appointed for the real estate in accordance with the Indiana law providing for real estate mortgage foreclosures.

F. The exercise or attempted exercise of Vendor of any right or remedy available under this Contract shall not preclude Vendor 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.

Vendor and Purchaser agree that in the event Purchaser defaults and suit is brought to enforce this Contract or seek termination of the Contract, the parties agree that a judicial foreclosure shall be appropriate.

All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisement laws. In addition to any

other sum payable by Purchaser under this Contract, Purchaser shall pay any reasonable expense, including but not limited to, attorneys' fees, cost of foreclosure reports or other title evidence, fees of appraisers or other expenses or fees incurred by Vendor in connection with the exercise of any right or remedy under this Contract, and the preparation and delivery of notice.

XII. Definitions of Default.

The following shall constitute an "Event of Default" for purposes of this contract:

A. Default by Purchaser for a period of thirty (30) days in the payment of:

1. any installment of the Purchase price when due under the terms of this contract;
2. any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this contract are payable by Purchaser; or,
3. any premium of insurance required by the terms of this contract to be maintained by Purchaser;

B. Default, for a period of ten (10) days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this contract;

C. Encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate;

D. Purchaser:

1. institutes or consents to any proceedings in insolvency or bankruptcy, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any bankruptcy or insolvency law or laws relating to the relief or reorganization of debtors;
2. is adjudicated a bankrupt, files an answer admitting bankruptcy or insolvency or in any manner is adjudged insolvent; or,

3. makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due;

E. any part of Real Estate or all or a substantial part of the property or assets of Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee;

F. desertion or abandonment of the Real Estate, or any part thereof, by Purchaser;

G. actual or threatened alteration, demolition or removal of any improvements which are a part of the Real Estate, except as expressly allowed by the terms of this contract;

H. Sale, transfer, conveyance or other disposition of Purchaser's interest in this Contract or Purchaser's interest in the Real Estate, or any part thereof, without Vendor's prior written consent.

XIII. Additional Covenants and Representations of Vendor.

Upon payment by Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by Purchaser of all covenants and conditions which by the terms of this contract are to be performed by Purchaser, Vendor agrees and covenants to convey the Real Estate to Purchaser by General Warranty Deed, subject only to easements and restrictions as of the date of this contract; highways and legal rights-of-way and recorded limitation of access thereto; to the rights of persons in possession; to the lien of all taxes and assessments payable by Purchaser hereunder; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchaser.

XIV. Indemnification.

If Vendor shall incur or expend any sums, including, but not limited to, reasonable attorneys' fees whether in conjunction with any action or proceedings or not, to enforce the terms and provisions of this Contract, or to protect or enforce Vendor's rights hereunder, or to recover any amount due under this Contract, all such sums shall become immediately due

and payable by Purchaser, with interest thereon at the per annum rate of three percent (3%) over the prime rate as established by First National Bank of Chicago; Chicago, Illinois. All such sums shall be added to the Contract Balance and shall be the obligation of the Purchaser to pay prior to obtaining title to the Real Estate.

XV. General Agreement of Parties.

Vendor hereby warrants and represents to Purchaser as follows: The Real Estate does not appear on any state or federal CERCLA (Comprehensive Environmental Responsibility, Compensation, and Liability Act or Superfund) lists as being classified as a hazardous waste site. In addition, neither Vendor nor any of Vendor's employees, agents, licensees or invitees have placed or permitted the placement of any hazardous waste in, on or over the Real Estate. To the best of Vendor's knowledge, no other party has placed any hazardous waste in, on or over the Real Estate. The Real Estate has not been used as a plant or site where hazardous waste is subjected to treatment, storage, disposal or recovery. For purposes of this Contract, "hazardous waste" shall refer to those materials listed as hazardous waste in the Resource Conservation and Recovery Act of 1976.

This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when:

- A. actually served on the person to be notified, or
- B. placed in an envelope directed to the person to be notified

at the following address and deposited in the United States mail by certified or registered mail, postage prepaid:

1. If to Vendor, at the address at which payments to Vendor are to be made.
2. If to Purchaser, HOUSE OF PRAYER APOSTOLIC OVERCOMING HOLY CHURCH OF GOD, at: 403 Highland, Hammond, Indiana 46320.

Such addresses may be changed by either party by written advice as to the new address delivered to the other party as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

XVI. Recording.

A memorandum of this Agreement, may be recorded by Purchaser, at Purchaser's expense.

XVII. Deed.

That the Deed transferring said real property shall be held in escrow at the office's of the Seller's Attorneys, Blachly, Tabor, Bozik & Hartman, in Valparaiso, Indiana.

IN WITNESS WHEREOF, Vendor and Purchaser have executed this instrument on this 28TH day of SEPTEMBER, 1999.

This Document is the property of the Lake County Recorder!

VENDOR:
INDEPENDENT ORDER OF ODD FELLOWS
CHEQUEUK LODGE #56

PURCHASER:
HOUSE OF PRAYER APOSTOLIC
OVERCOMING HOLY CHURCH OF GOD

By: Shawn Benham
Printed: Shawn Benham

By: Rev. Ester R. Matthews
Printed: REV. ESTER R. MATTHEWS

By: Richard Staresina
Printed: RICHARD STARESINA

By: Bishop Joe L. Bennett
Printed: BISHOP JOE L. BENNETT



By: David W. Kaiser
Printed: David W. Kaiser

State of Indiana)
)SS:
County of Lake)

On this 28th day of September, 1999, before me, the undersigned, a Notary Public in and for said County, personally appeared Shawn Benham, Richard Staresina, David W. Kaiser, Rev. Ester R. Matthews, and Bishop Joe L. Bennett and acknowledged the execution of the foregoing instrument.

Witness My hand and official seal.

Commission Expires: 1-26-07
County of Residence: Lake

Linda J. McBride
Linda J. McBride, Notary Public

This Instrument Prepared By:
Richard J. Rupcich, BLACHLY, TABOR, BOZIK & HARTMAN
56 S. Washington Street, Suite 401, Valparaiso, IN 46383
PH: 219/464-1041