

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

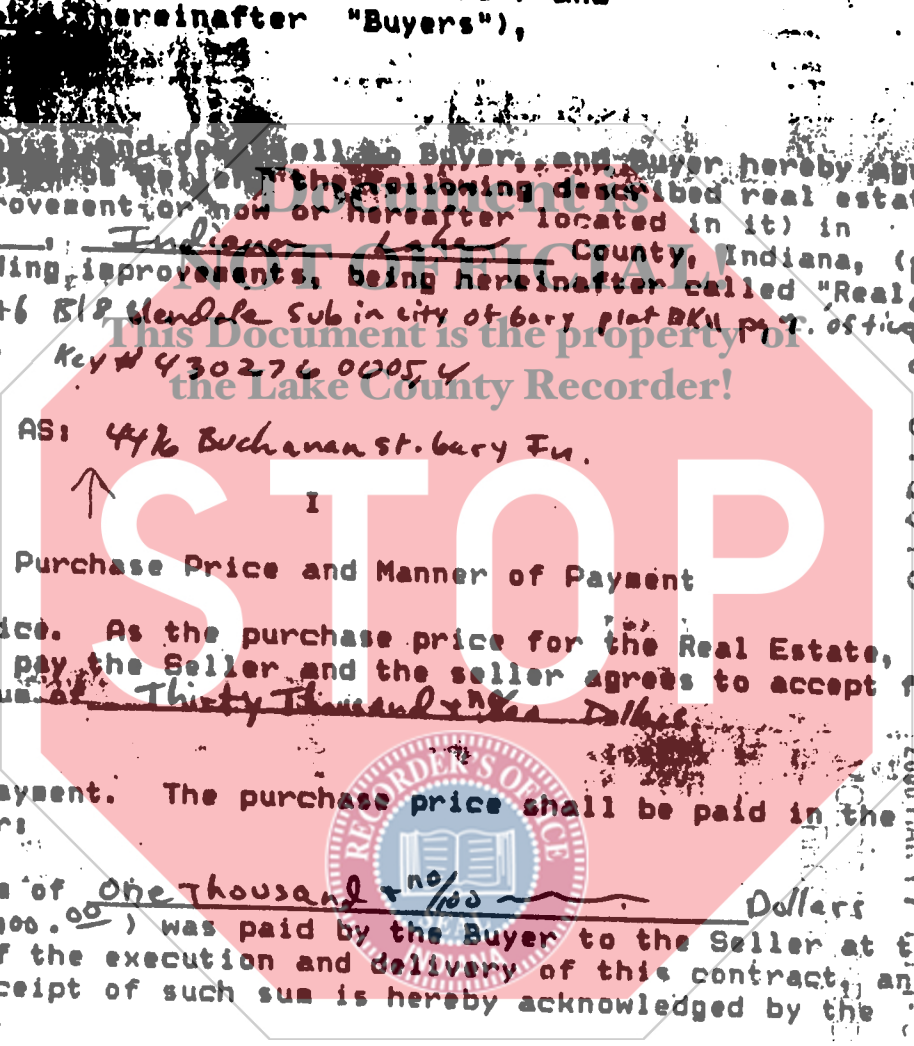
This contract, made and entered into by and between Robert and Nancy L. Kimber (hereinafter "Sellers") and Elizabeth M. Kimber (hereinafter "Buyers"),

Sellers do hereby sell to Buyer, and Buyer hereby agrees to purchase from Sellers, the following described real estate (including any improvement or now or hereafter located in it) in Barry County, Indiana, (such real estate, including improvements, being hereinafter called "Real Estate"): Lots 4, 5 + 6 B12 Glendale Sub in city of Barry plat BK11 pg 7 of file of recorder of lake Co Key # 430276 0005, 4

MORE COMMONLY KNOWN AS: 44 1/2 Buchanan St. Barry In.

The Purchase Price and Manner of Payment

- The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay the Seller and the seller agrees to accept from the Buyer the sum of Thirty Thousand & No Dollars (\$ 30,000.00).
- The manner of Payment. The purchase price shall be paid in the following manners:
 - The sum of One thousand & no/100 Dollars (\$ 1,000.00) was paid by the Buyer to the Seller at time of the execution and delivery of this contract, and the receipt of such sum is hereby acknowledged by the Seller.
 - The sum of Three Hundred forty eight & 34/100 (\$ 348.34) shall be paid monthly beginning Nov 15, 1994, and on the same date of each month thereafter for 179 consecutive months, until the anniversary date of this contract, which time a balloon payment of (\$.) shall be due.
 - The unpaid balance of the purchase price shall bear interest at the rate of Twelve (12%) interest to be computed monthly, in advance, such principle sum unpaid at the beginning of such period and the amount of 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 principle.



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STATE OF INDIANA
LAKE COUNTY
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(d) All payments due hereunder shall be made to Robert Kupper
1205 W. Lincoln Hwy. Box 27, Russellville, Tenn. 37089

Or at such other place as Seller shall designate in writing.

Buyer shall have a grace period of seven (7) days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in amount equal to five per cent (5%) of such installment shall accrue and be immediately due and payable.

II

Prepayment of the Purchase Price

Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed 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 both accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

III

Taxes, Assessments and Insurance

1. Taxes. Buyer agrees to assume and pay the taxes on the Real Estate beginning with the ^{Contract Payment} installment payable Nov 15th and all installments of taxes due and payable thereafter.
2. Assessments. Buyers agree to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate.
3. Penalties. Buyer agrees 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.
4. Insurance. Buyer agrees to keep the improvements included in the Real Estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Such insurance shall be carried in a company or companies approached by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this contract.

Seller's Right to Perform Buyer's Covenants. If Buyer fails to perform any act or to make any payment required of them by this Article III, Seller shall have 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 III or a waiver of any remedy given Seller under this contract, nor shall such exercises constitute an estoppel to the exercise by Seller of any right or remedy of his for subsequent failure by Buyer to perform any act or make any payment required by them under this Article III.

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) added to principal. In any event such payments and such costs and expenses shall bear interest from the respective dates of making payment or incurring costs and expenses.

IV

Evidence of Title

1. If Buyer is not in default under this contract, 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 contract) specified by Buyer in a notice to Seller or (b) a date 60 days prior to the date the final installment under this contract is due.
2. A title insurance policy furnished under this contract shall be in the amount of the purchase price and shall be insured by an insurer satisfactory to Buyer.
3. Any further title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of Seller or by any judicial proceeding affecting the Real Estate shall be born by Seller.
4. Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Buyer of all their covenants and agreements herein 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 this contract and all taxes and assessments which are buyer's obligations.

R.K

Buyer's Right to Mortgage the Real Estate

Seller's Right to Mortgage the Real Estate

Seller should have the right to obtain, without the Buyer's consent, a loan or loans secured by mortgage on the Real Estate, and the right to renew any such loan or loans. Seller agrees, however, that the aggregate principal balances of all such loans shall never exceed the aggregate principal balances of all such loans shall never exceed the unpaid balances of the purchase price for the Real Estate under the unpaid balance of the purchase price for the Real Estate under this contract. If Seller encumbers the Real Estate by a mortgage, Buyer shall have the right to make any omitted payment or payments and to deduct the amount thereof from payments due under this contract. Seller agrees, however, that he will pay all such mortgage loans when due or at such time as Buyer pays in full all sums due under this contract and Seller shall obtain valid releases of all such mortgage loans when they are paid.

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Assignment of Contract

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller; provided, however, that any such consent shall not be unreasonable withheld, and that no assignment shall operate to relive either party from liability hereon.

VII

Use of Real Estate by Buyer, Seller's Right to Inspection and Buyer's Responsibility for Injuries:

1. Use. The Real Estate may be rented, leased, or occupied by persons other than Buyer. Buyer may make alterations, changes and make additional improvements without 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 their expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materials, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In their 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 Buyer's breach of this is 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, act of God and public authorities excepted.
2. Seller's Right of Inspection. Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

R.K

(h) 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.

(i) Any other amounts (other than payment of the purchase price) which Buyer is obligated to pay under this contract.

3. In addition to any other remedy under this contract, Seller shall have such other remedies as are available at law or in equity.
4. 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 contract) 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 contract.
5. Seller shall have the right to file in a court of competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Buyer under this contract shall, at the option of Seller, become immediately due and payable) and interest on such unpaid balance is paid, together with any taxes, assessments, charges, penalties and insurance premiums paid by Seller under this contract and interest on such amounts until they are paid, unless such amounts (and interest on them) have been added to principal under this contract.

The exercise or attempted exercise by Seller of any right or remedy available under this contract shall not preclude Seller 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 shall be cumulative and in addition to any other right or remedy available under this contract.

In any judicial proceeding to enforce this contract Buyer specifically waives, to the extent they lawfully may do, their right, if any, to a hearing preliminary to judicial order for immediate possession of the Real Estate to be granted to Seller under applicable law.

All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisal laws. In addition to any other sum payable by Buyer under this contract, Buyer shall pay any reasonable expenses, including attorneys' fees, incurred by Seller in connection with the exercise of any right or remedy under this contract, and the preparation and delivery of notice.

RK

Additional Covenants

IN WITNESS WHEREOF, the Seller any Buyer have executed this instrument in duplicate on this 11th day of October, 1994.

[Signature]
Seller
Nancy L. Kuntz

[Signature]
Buyer
Elizabeth Adolomback

State of IN
County of LAKE

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the Lake County Recorder

Before me, a Notary Public in and for said County and State, on this 11 day of OCTOBER, 1994, personally appeared acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be their voluntary act and deed.

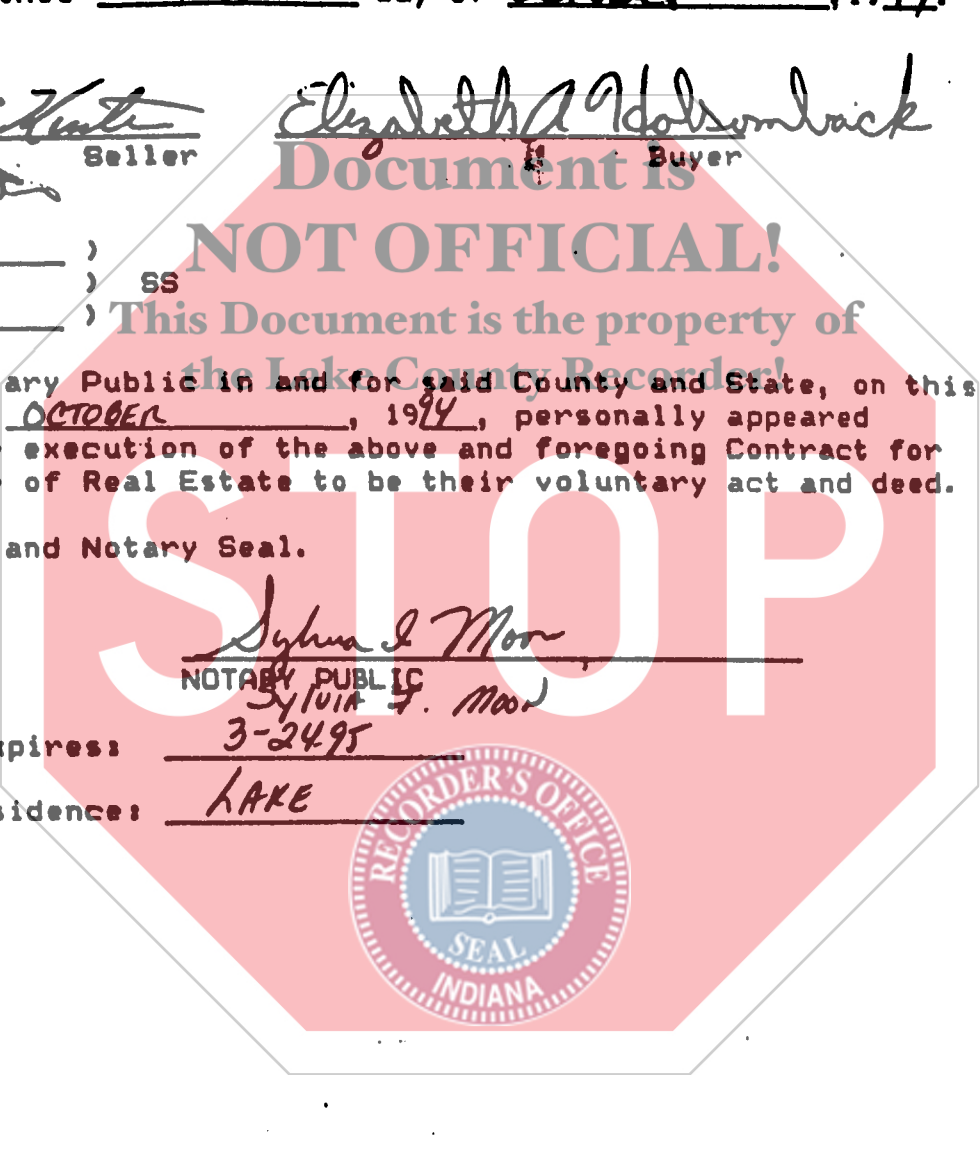
WITNESS my hand and Notary Seal.

[Signature]
NOTARY PUBLIC
Sylvia J. Moor
3-24-95

My Commission Expires:

My County of Residence:

LAKE



Buyers Responsibility for Accidents. As part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to personal property arising from the use of or about Real Estate.

IX

Seller's Remedies on Buyer's Default

Time shall be of the essence of this contract.

If Buyer fails, Neglects or refuses to make any payment under this when due or to perform any of Buyer's covenants, terms and conditions when and as required under this contract:

1. Seller shall have the right to declare this contract 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.
2. Separately or in conjunction with his right under item (1) above, as Seller may elect, Seller 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 Buyer all or any of the followings:
 - (a) Possession of the Real Estate;
 - (b) 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;
 - (c) Interest on the principal from the last date to which interest was paid until judgment 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 item (2) (b) above;
 - (d) Due and unpaid real estate taxes, assessment, charges and penalties which Buyer is obligated to pay under this contract;
 - (e) Premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this contract;
 - (f) Due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this contract;
 - (g) Premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this contract;

BK

...shall not be construed to limit his rights or remedies under this contract shall not be construed to limit his rights or remedies on any subsequent default. Before Seller shall pursue any of his rights or remedies under this Article IX, he shall first give Buyer written notice of default complained of and Buyer shall have fourteen (14) days from the posting of such notice to correct any default; provided, however seven (7) days' notice shall be required on the case of any default in payment of any monies agreed to be paid by Buyer under this contract.

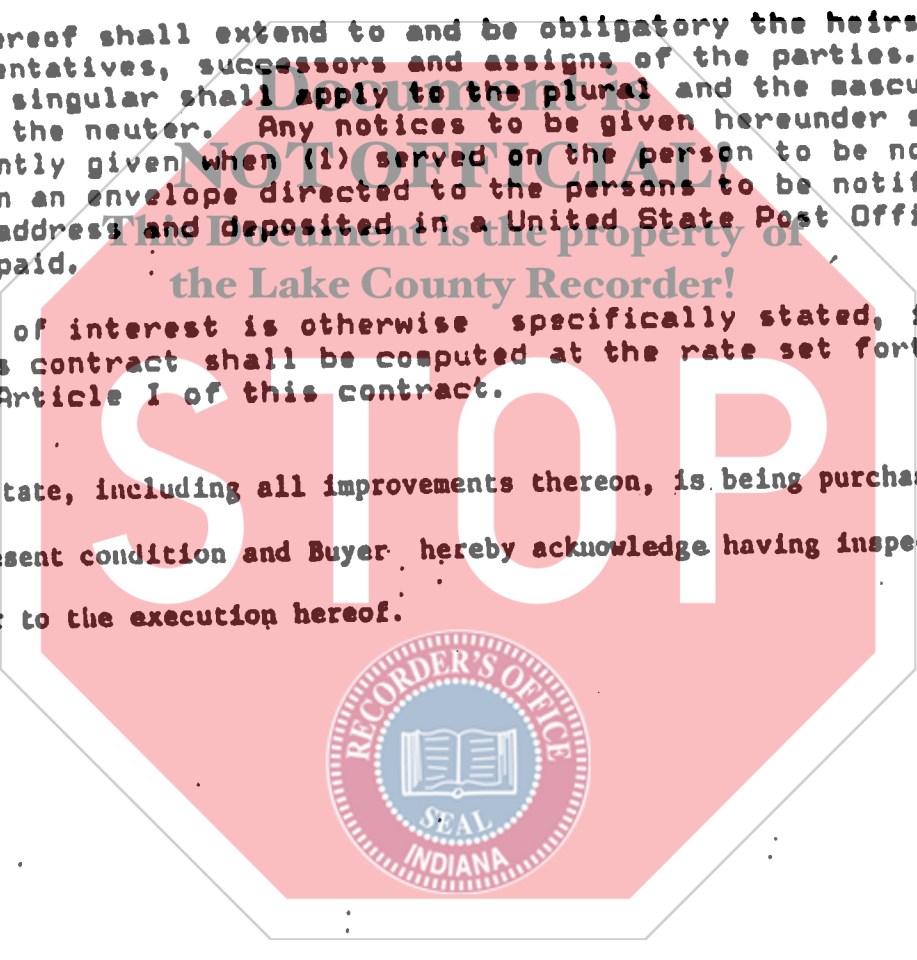
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General Agreements of Parties

All covenants hereof shall extend to and be obligatory 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 of 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 persons to be notified at his last known address and deposited in a United State Post Office mail box postage prepaid.

Unless the rate of interest is otherwise specifically stated, interest provided by this contract shall be computed at the rate set forth in paragraph 2 of Article I of this contract.

Real Estate, including all improvements thereon, is being purchased "as is" in its present condition and Buyer hereby acknowledge having inspected the premises prior to the execution hereof.



R.K.



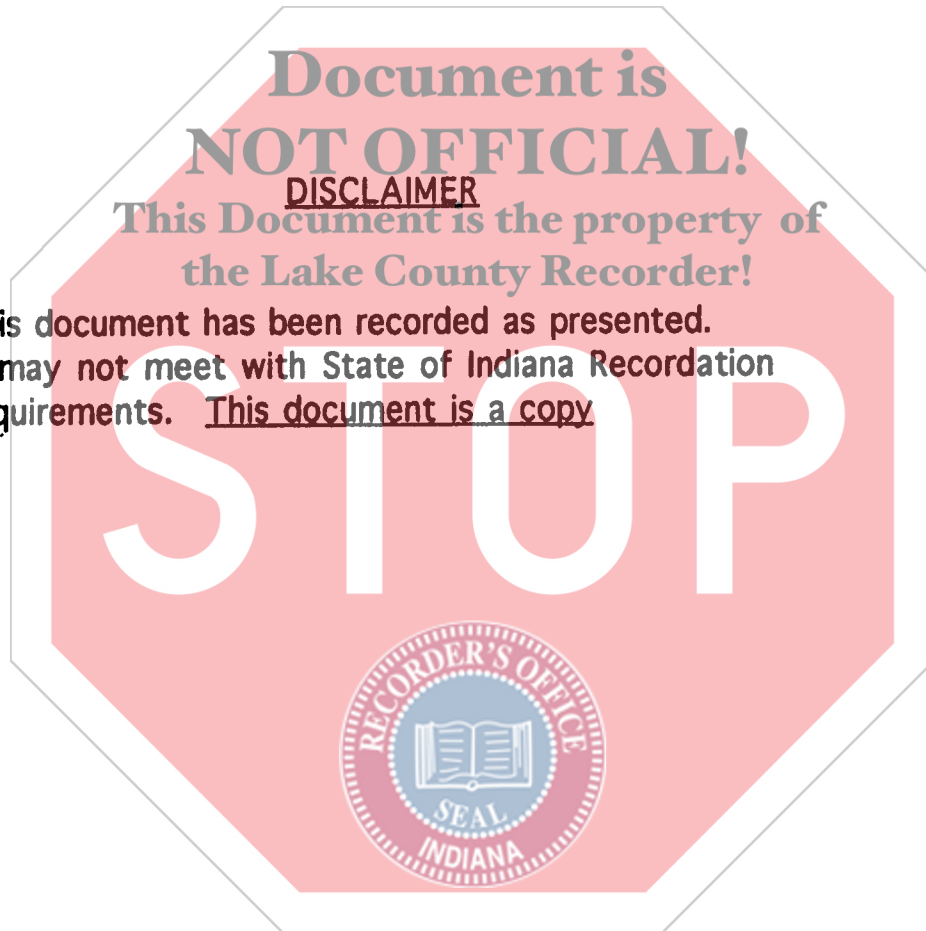
LAKE COUNTY GOVERNMENT CENTER
CROWN POINT, INDIANA

LAKE COUNTY RECORDER
Morris W. Carter

2293 N. MAIN STREET
CROWN POINT, INDIANA 46307

Phone (219)755-3730
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MEMORANDUM



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