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AGREEMENT, made this fourth day of August, 2000, between Joseph G. Phillips, Seller, and George Jones, Purchaser: 2000 056035

WITNESSETH, that if the Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Lake and State of Indiana described as follows:

LOT 6 IN BLOCK 2 OF THE SECOND ADDITION TO LIVERPOOL HOME GARDENS
LOT 7 IN BLOCK 2 OF THE SECOND ADDITION TO LIVERPOOL HOME GARDENS

Permanent Real Estate Index Number (s): 48 0035 0006, 48000350007

Address (es) of premises: 3351 E. 25th Avenue, Gary Indiana 46405

And Seller further agrees to furnish to Purchaser on or before conveyance of deed at Seller's expense the following evidence of title to the premises: Owner's title insurance policy in the amount of the price. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation through U.S. Mail to Seller's mailing address the price of fifteen thousand (\$15,000) dollars in the manner following, to-wit:

Two Thousand Six Hundred Dollars (\$2,600.00) initial payment on the 4th day of August 2000 and subsequent payments of Two Hundred Dollars (\$200.00) by the fifth of each succeeding month for a term of sixty-two months.

Possession of the premises shall be delivered to Purchaser on October 5, 2005 or when full payment of the purchase price is met, whichever is earlier, provided the Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 2000 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes if not then ascertainable, the prorating shall be done on the basis of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 2000 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any;
2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.
3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises and if Purchaser fails to make any such repairs or suffers or commits waste, Seller may elect to make such repairs or eliminate the waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at ten per cent per annum until paid.
4. Purchaser shall not suffer or permit any mechanic's liens or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.
5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

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6. Purchaser shall not assign or transfer this agreement, or any interest therein, without the previous written consent Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render the contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.
7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.
8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by the purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.
9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm, flood and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.
10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at ten per cent per annum until paid.
11. In case of the failure of Purchaser to make three consecutive payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of the Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.
12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing of the Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.
13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser, shall belong to and be the property of Seller without liability or obligation on Seller's part to account Purchaser therefor or for any part thereof.
14. Purchaser shall pay to Seller all cost and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all cost and expenses, including attorney's fees incurred by Seller in enforcing any of the covenants and provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgement entered in any proceeding brought by Seller against Purchaser on or under this agreement.
15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.
16. All notices and demands hereunder shall be in writing. The mailing address of a notice or demand by registered mail to Seller at 10541 S. Parnell Chicago, IL 60628 or to Purchaser at his last known mailing address or the last known mailing address of either party shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.
17. The time of payment shall be the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the presence of

James Fields
(Witness)

Tim Brewer
(Witness)

Joseph & Phillip (Seal)

Henry Jones (Seal)

