

INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

1. THIS AGREEMENT, made this **28th** day of **October** 19 **65**, by and between **W. J. DRIVER** as Administrator of Veterans' Affairs, an officer of the United States of America, whose address is Veterans Administration, in the City of Washington, District of Columbia, hereinafter called "Seller," and his successors in such office, as such, and **FRANK BOCHIK, JR. and ELIZABETH BOCHIK, his wife**, whose mailing address is **600 New Jersey Street, Gary, Indiana**

hereinafter called "Buyer."

2. WITNESSETH: For and in consideration of the sum of one dollar, each to the other in hand paid, and of the mutual covenants and agreements herein, the Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, the property and all appurtenances thereto, situated in **Gary** county of **Lake** and State of **Indiana** herein referred to as "the property," and more fully described as follows, to wit:

The Southerly 1.5 feet by parallel lines of Lot Seventy (70) and all of Lot Seventy-one (71) (except Southeasterly 3 feet thereof by parallel lines), Block One (1), Glen L. Ryan's Second Subdivision, in the City of Gary, as shown in Plat Book 30, page 24, in Lake County, Indiana

NOT OFFICIAL!

Key 25-46-557-21

the property of the Lake County Recorder!

STOP

FILED

AUG 18 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

RECORDER'S OFFICE
SEAL
INDIANA

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FILED FOR RECORD

S. H. O. ...

3. This Agreement is made subject to:

- (1) Existing leases and to rights, if any, of persons in possession, if any.
- (2) The general taxes and special assessments which the Buyer hereinafter covenants to pay.
- (3) Building line and building and liquor restrictions of record.
- (4) Zoning and building laws or ordinances.
- (5) Party wall rights or agreements.
- (6) Roads and highways.
- (7) Covenants, conditions, exceptions, reservations, restrictions, or easements of record.
- (8) Rights of all parties claiming by, through, or under the Buyer.
- (9) Any state of facts which an accurate survey would show.
- (10) All unpaid water and sewage-disposal charges for services rendered after the date of delivery of this Agreement.
- (11) All contracts or agreements, recorded or unrecorded, for furnishing gas, electricity, water, or sewage-disposal service.
- (12) The constitution, bylaws, rules, regulations, restrictions, charges, or assessments of any civic improvement or other association, corporation, or district which affect the property.

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The Buyer shall indemnify and save harmless the Seller from all loss and liability that arise by reason of any and all obligations and liabilities existing or arising out of any of the foregoing matters.

1700
CASH

Frank Bochik Jr. P.O. Box 2445 Gary 46403

4. Buyer shall pay to Seller for the property the sum of **THIRTEEN THOUSAND AND NO/100** dollars (\$ **13,000.00**) in lawful money of the United States of America at the Regional Office of the Veterans Administration, an agency of the United States, in the city of **CHICAGO, ILLINOIS**, or at such other place within the United States as the Seller may from time to time designate in writing, at the times, in the amounts, and in the manner following:

ONE HUNDRED AND NO/100 dollars (\$ **100.00**) in cash paid prior to or upon the execution and delivery of this Agreement; and the balance of **TWELVE THOUSAND NINE HUNDRED AND NO/100** dollars (\$ **12,900.00**) (herein referred to as "Principal sum" or as "principal") with interest on unpaid principal at the rate of **5 1/4** % per annum, from the **28th** day of **October** **19 65**, which said principal and interest shall be payable in equal monthly installments as follows:

SEVENTY-ONE AND 24/100 dollars (\$ **71.24**) on the first day of **December** **19 65**, and a like sum on the first day of each and every month thereafter until said principal and interest shall have been fully paid. Except as hereinafter otherwise provided, each payment made hereunder shall be credited first on the interest then due as herein provided and the remainder shall be credited upon unpaid principal. Additional payments of principal in any amount not less than the amount of the monthly installments above provided or one hundred dollars, whichever is less, may be made at any time and shall be credited on the unpaid principal sum in such manner as the Buyer may in writing elect at the time of payment, or in the absence of such written election, as Seller may elect. At Seller's option the Buyer will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after due date thereof to cover the extra expense involved in handling delinquent payments.

5. Except as otherwise provided herein, Buyer covenants and agrees: (a) to pay, before delinquency and before accrual of interest or penalty, all taxes for the year **1965** and subsequent years, all installments of special improvement taxes and assessments due and payable in the year **1966** and subsequent years, and all special taxes and assessments hereafter levied or which are not now in collection or which are for improvements not yet completed upon said property, together with all ground rents, water delivery costs and rates, assessments on water or ditch stock or water rights, levies, liens, encumbrances, and other costs or charges appurtenant to or affecting said property or any part thereof, or the full and proper use and enjoyment thereof, or affecting this instrument or the indebtedness hereby evidenced and secured, irrespective of whether the same constitute a lien or encumbrance upon said property, and when requested by the Seller, to deliver to him receipts or certificates, in form satisfactory to him, evidencing such payments; and (b) to maintain hazard insurance of such type or types and amounts as the Seller may from time to time notify Buyer to obtain on the improvements now or hereafter on said premises, and to pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Seller, and the policies and renewals thereof shall be held by Seller and shall contain, by endorsement or otherwise, appropriate provisions, acceptable to Seller, requiring all losses and refundable unearned premiums to be paid to Seller. In the event of loss Buyer will give immediate notice by mail to Seller, and Seller shall be entitled, but is not under any duty, to make proof of loss, if not made promptly by Buyer. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Seller instead of to Buyer and Seller jointly. Buyer shall promptly assign and deliver to the Seller, if required by him, all other insurance policies now or hereafter issued which cover any of said property.

6. Without limiting or impairing any of the covenants contained in paragraph 5 hereof and in order to provide means for the due performance of certain of said covenants by the Buyer and further assurance to the Seller, the Buyer covenants and agrees hereby to remit to the Seller, at the several times when the Buyer is obligated to make payments hereunder or at such other times as the Seller may require, additional funds in an amount equal to at least one-twelfth (1/12) of the annual amount which the Seller shall from time to time estimate to be necessary to pay the following items, or such of them as the Seller may, in his sole discretion and from time to time, elect to pay therefrom, and of which the Seller notifies Buyer:

- (a) Any of those taxes, assessments, ground rents, water delivery costs and rates, assessments on water or ditch stock or water rights, levies, charges, and encumbrances mentioned in paragraph 5 hereof which the Seller may in his sole discretion and from time to time designate.
- (b) The premiums and costs of any fire and other insurance which the Buyer is obligated to maintain under the provisions of paragraph 5 hereof and which the Seller may in his sole discretion and from time to time designate; and
- (c) Such other similar levies or charges as the Seller in his sole discretion and from time to time may deem it necessary or proper to pay.

From and out of moneys received by the Seller pursuant to the provisions of this paragraph and from and out of any other moneys received by the Seller from the Buyer or for Buyer's account, the Seller may at any time pay the whole or any part of said items indicated in paragraphs 5 and 6 of this Agreement, or any of them, together with any penalties, interest and charges thereon, or may retain for not longer than three (3) years any of such moneys for payment of any of said items, or the Seller may at his sole option apply at any time any or all of such moneys to the payment of any indebtedness owing to him from the Buyer as a consequence of this Agreement. The Seller shall not be required to make any disbursement from said moneys to any agent or insurance company from whom Buyer may directly order insurance. All payments of said items made by the Seller hereunder may be in such amounts as are shown by his own records, or by bills obtained by the Seller, or on the basis of any other information received by the Seller, to be due, payable, past due, or delinquent on account thereof. If requested by the Seller, Buyer shall promptly obtain, approve, and deliver to the Seller all bills for said items. The rights of the Seller to hold, apply, and dispose of said funds for the purposes and in the manner herein provided are irrevocable and absolute prior to full payment of all of the indebtedness of Buyer to the Seller, whether secured or unsecured, and none of said funds may be withdrawn by Buyer so long as any of such indebtedness remains unpaid.

7. All moneys paid to Seller hereunder may be commingled with other funds of the Seller or may be deposited by him with the Treasurer of the United States who is hereby authorized to commingle the same with the general funds of the United States. No interest shall be payable on the funds received by Seller for any purpose pursuant to any provision of this Agreement.

8. Buyer covenants not to commit, permit, or suffer any waste to the property, to keep the property in good repair and not suffer any mechanics' or material men's liens to attach thereto. Buyer further covenants not to abandon said property and not to use, permit, or suffer the use of any of the property for any illegal or immoral purpose, or, without written consent of the Seller, for any purpose other than that for which it is now intended, nor without such consent to effect, permit, or suffer any alteration or removal of, or any addition to, the buildings or improvements now or hereafter situated in or upon the property. Buyer further covenants and agrees to comply with all laws and ordinances which may in any manner affect the property.

9. No part of the property shall be used in the manufacture, sale, or distribution of intoxicating liquors without the written approval of Seller.

10. In the event Buyer fails, neglects, or refuses to perform, in whole or in part, any of the covenants, agreements, or obligations herein provided upon the part of Buyer to be performed, Seller is hereby authorized and empowered, at his option, without notice and at the cost of Buyer, to perform or cause to be performed, any or all of said covenants, agreements and obligations, and to expend such sums of money as may be reasonable therefor, or for any other purpose which in the opinion of Seller is reasonably necessary for the protection of Seller. All such sums of money so expended by Seller, together with interest thereon, at the rate aforesaid, from the several dates of expenditure thereof until paid, shall become so much additional indebtedness under this Agreement and shall be repaid by Buyer to Seller, in lawful money of the United States of America, immediately and without demand, at the same place or places as other sums are payable hereunder, unless Seller shall agree that such sums be otherwise repaid, in which event such repayment shall be made by

24. Failure or delay of the Seller to enforce any right or to exercise any option hereunder available because of any default shall not operate as a waiver of the right of the Seller to thereafter enforce such right or to exercise such option or any other right or option, for the same or for any subsequent default.

25. At the time of the delivery of a deed to said property, as provided in paragraph 18 hereof, evidence of title

which the Seller now has in his possession (Abstract of Title, Torrens Certificate, Mortgage Title Insurance Policy or Owners Title Insurance Policy, as the case may be) will be delivered to the Buyer. Buyer agrees to pay for any extension of the Abstract of Title or for any renewal or reissuance of Title Insurance Policy, as the case may be, if such extension, renewal or reissuance shall be required. Title to this property is evidenced by Chicago Title Ins. Co. Policy No. 220509.

The covenants in this Agreement contained shall be binding upon, and the benefits and advantages hereunder shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate by setting their hands and seals hereto as of the day and year first above written.

Signed and sealed in presence of:

Guy Paul Gony

(WITNESS)

(WITNESS)

(WITNESS)

(WITNESS)

W. J. Drived

(SEAL)

W. J. DRIVED
ADMINISTRATOR OF VETERANS' AFFAIRS

E. G. Britz

(SEAL)

By E. G. BRITZ, ASST.
LOAN GUARANTY OFFICER

SELLER

Frank Bochik, Jr.

(SEAL)

FRANK BOCHIK, JR.

Elizabeth Bochik

(SEAL)

ELIZABETH BOCHIK

BUYER

