Tax Mail Clo Russell Pleasant 2948 GERAI St GARI, IN 46406 Key# 49-18-20 CONTRACT FOR CONDITIONAL

## SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between Barbara Mae Figiel (hereinaster Russell called "Seller") and Pleasant (hereinafter called "Buyer"),

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer agrees to and does purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter located on it) in Gary, Lake County, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"):

his Document is the property of the Lake County Recorder!

Part of the West half of the Northwest quarter of Section 30, Township 36 North, Range 8 West of the 2<sup>nd</sup> P.M., in Lake County, Indiana, described as: Commencing at a point of the North line of State Road No. 6, which is 191.28 feet Southeastwardly of the West line of said Section 30, measured along the North line of State Road No. 6; thence North 200 feet to a point 190.78 feet Southeastwardly of the West line of said Section 30, measured along a line parallel to the North line of State Road No. 6; thence Southeasterly parallel to State Road No. 6, a distance of 106 feet, more or less, to Nidelchoff and Sofia Nidelchoff, husband and wife, by Deed dated April 10, 1950, and recorded in Deed Record 879, Page 70, in the Recorder's Office of Lake County, Indiana; thence South 200 feet along the West line of said Nidelchoff tract of land to the North line of State Road No. 6; thence Northwesterly 106.28 feet, more or less, along the North line of state Road No. 6, to the point of beginning.

AUG 3 1 2000

PETER BENJAMIN LAKE COUNTY AUDITOR

#### AGREEMENT FOR SALE OF REAL PROPERTY

This agreement made and entered into this 2nd day of February 2000 by and between Barbara Figielhereinafter reffered to as Seller, and Russell Pleasant hereinafter referred to as Buyer.

#### RECITALS

- A. Seller is the owner of commercial real property and the improvments thereon, hereinafter referred to as the "Property," commonly known as 4512 W. Ridge Rd. which is located in Gary, Lake County, Indiana and which is more fully described in the copy of the tax assessment bill attached hereto, marked as Exhibit B(1), and incorporated herein by reference.
- B. Seller desires to sell and Buyer desires to buy said Property on the terms and conditions set forth herein. This Document is the property of

In consideration of the mutual covenants and promises of the parties, it is therefore agreed:

#### PURCHASE PRICE

The purchase price for the Property shall be in the sum of Forty Thousand Dollars (\$40,000) payable by the Buyer to the Seller as follows:

- (a) The sum of Twenty Thousand Dollars (\$20,000)
- , payable at closing.

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- (b) The balance of the purchase price shall be satisfied by the Buyer's execution at closing for a promissory note, herein called the "note" the same which is attached hereto as Exhibit A, and incorporated herein by reference.
- (c) This agreement must be accepted or countered by Buyer. in writing, by Feb. 2, 2000 or the Seller may at his discretion seek other parties to buy said property.
- (1) The Note shall be payable to the Seller in monthly installments on One Thousand Dollars (\$1000.00) or more commencing on the 1st day of March 2000, and on the first day of each succesive month thereafter for a period of 2 years. The Buyer shall have until the 5th day of each month to make his monthly installment without being deemed as late, however, if the installment is not paid by the 5th day of each month, there shall be a Ten Dollar (\$10.00) per day penalty imposed retroactive to the first day of that month. Each such installment when paid shall be applied first to the payment of any late fees, it shall be applied to any accrued interest and shall be applied last to the reduction of the remaining unpaid principal balance.
- (2) The balance of Twenty Thousand Dollars (\$20,000) shall be paid over the course of 23 months. In monthly installments of One Thousand Dollars (\$1,000). To which 10% per annum interest has already been added

(3) The Note shall be secured by the Property which is the subject of this Real Estate Agreement.

#### PROPERTY TAXES

During the term of this agreement and thereafter, all the property taxes are to be paid by the Buyer. Seller is responsible for any & all taxes due thru 12-31-99. If taxes due thru 12-31-99 are not paid by seller, taxes can be deducted from the monthly payment.

#### WARRANTIES

No warranties expressed or implied by Seller, Buyer acknowledges condition of building is as-is where-is.

# Document, is conveyance of Property FICIAI

On the closing date, Sellet shall convey, or cause to be conveyed, the Property to Buyer by a Warranty Deed subject only to the Note being held by the Seller.

#### DEFAULT

If a payment under the terms of this note is late in excess of thirty(30) days, the note will be considered in default and upon the holder of this note given written notice to Russell Pleasant, the promissor hereto to this note in writing, then Russell Pleasant will have (20) days to cure said default or surrender all rights he has to said Property securing this note.

If a default occurs, the promisor shall be responsible for all costs incurred by the colder of this note in order to retake possession of the property securing this note including but not limited to costs of collection, attorney fees, and court costs.

This note shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided that the promissor hereto shall not transfer or assign this note without first obtaining the express written consent of the holderof said note.

This note is secured by the properties commonly known as 4512 W. Ridge Rd. Gary, Lake ounty, Indiana; and which is further identified in the real estate agreement mande and enterento by and between Barbara Figiel and Russell Pleasanand which is attached hereto and accorporated by reference.

Signed and delivered at GARJ, Indiana this 4th day of February 2000

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Witness)

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A default shall occur upon the Buyer being more than thirty(30) days late on an installmen nder the terms of the Note made and executed in connection with this Agreement.

### NOTICE OF DEFAULT

The Seller must notify the Buyer in writing of any default or breach of this Agreement, ncluding any default of the Note executed in connection with this Agreement, for which the uyer is responsible. The Buyer shall have twenty (20) days from the date such notice is scieved to remedy the default or breach

ument is the property of the Lake County Recorder!

Russell Pleasant

IF For Any REASON Boyer Cannot Get State Cicense. For CAT LOT, Then Seller HGrees to Give BACK
Buyer Any Money Put Toward Building Including
20,000.00 Down Payment

STATE of Fadiana Salar Berbara Da Tigiel Lake County Byer Kenney

Signed before me Mit 4th day of February 2000
Appeared Birbara M Figiel and Russell Pleasant
Commission expires Cocha Me Bouley July 26 \_ 2006 \_