

**ORIGINAL**

STATE OF INDIANA  
**CONTRACT FOR SALE OF REAL ESTATE**

FILED FOR RECORD

5  
1. 2000 The undersigned, **VICKIE L. DOUGLAS**, hereinafter known as "Purchaser", hereby agrees to purchase from **WILDORA SIMS**, hereinafter known as "Seller", in its present condition, and subject to the terms hereof, the property described as:

RECORDER

Brunswick Add. Lot 1 block 10 all lot 2 block 10;

Commonly known as 395 Matthews St., Gary, Indiana.

2. Purchaser agrees to pay as the purchase price thereof, the sum of Twenty-Two Thousand (\$22,000.00) Dollars; Seven Thousand (\$7,000.00) Dollars on the day of acceptance and execution of this Contract. The receipt of said sum is hereby acknowledged by Seller, leaving an unpaid balance of Fifteen Thousand (\$15,000.00) Dollars.

Purchaser agrees to pay an additional Twenty (\$20.00) Dollars per month to be held in escrow by Seller to be applied to the real estate taxes due and payable on said real estate.

The unpaid balance, plus the amount to be held in escrow for payment of the property taxes, shall be paid to Seller in monthly installments of Two Hundred Nine and 90/100 (\$209.90) Dollars beginning August 15, 2000. The unpaid balance shall bear interest at the rate of Five (5%) Percent per annum.

Purchaser shall have a grace period of ten (10) days from the date of any installment required under this Contract; thereafter, a late charge may be assessed no greater than Five (\$5.00) Dollars per day.

Each installment received by Seller shall first be applied to late charges, if any, then interest and then to reduction of unpaid purchase price.

Purchaser shall have right of pre-paying, without penalty, at any time, any additional sums of money to Seller other than unpaid purchase price.

3. Seller agrees to assume and pay taxes on the real estate beginning with the installment payable November 2000, together with all installments of real estate taxes due and payable thereafter, and Seller agrees to pay all taxes on the real estate due prior to said installment. Seller shall forward or cause to be forwarded to Purchaser, when received, a copy of all statements for taxes and any assessments on the real estate which are payable by Purchaser hereunder, and Purchaser shall provide to Seller, upon request, evidence of payment of such taxes and assessments.

Wildora W. Sims  
WILDORA SIMS

Vickie L. Douglas  
VICKIE L. DOUGLAS

18.00  
tc

C.S.

CONTRACT FOR THE SALE OF REAL ESTATE: 395 Matthews St., Gary, IN  
SELLER: WILDORA SIMS  
PURCHASER: VICKIE L. DOUGLAS

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4. At all times during the period of this Contract, Seller shall: (a) keep the improvements locate upon the real estate insured under fire and extended coverage policies in an amount not less than the unpaid purchase price, and (b) pay premiums on such insurance policy as it becomes due. Such policy of insurance shall be carried with a company or companies approved by Seller and properly authorized by the State of Indiana to engage in such business. Such policies of insurance shall also be issued in the name of Seller and Purchaser, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without at least ten (10) days prior written notice to Seller. Seller shall provide Purchaser with such proof of insurance coverage as Purchaser from time to time shall reasonably request. Except as otherwise agreed in writing, any insurance proceeds received as payment for any loss of, or damage to, the real estate covered by such insurance, shall be applied to restoration and repair of the loss or damage in such fashion as Seller 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 such events, the proceeds may be applied, at Seller's option, toward prepayment of the unpaid purchase price, with any excess to be paid to Seller.

5. Seller shall deliver to Purchaser full and complete possession of the real estate within Thirteen (13) days of the signing of this Contract. After such possession date, Seller shall pay to Purchaser Twenty (\$20.00) Dollars per day for each day Seller withholds possession of any portion of the real estate from Purchaser, and such amount shall be applied to a reduction of the unpaid purchase price. Such payment, however, shall not serve to extend the date upon which possession must be delivered to Purchaser. All utilities shall be paid by Seller to the date possession is given. To enforce this possession agreement, the Seller shall deposit with Seller's agent from the proceeds of the sale the sum of Five Hundred (\$500.00) Dollars, which amount shall be released to Seller upon relinquishment of possession of the premises.

6. Upon the occurrence of any event of default, as hereinafter defined, Seller shall have the right to pursue remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the real estate.

The following shall constitute an event of default for purposes of this Contract:

Wildora W. Sims  
WILDORA SIMS

Vickie L. Douglas  
VICKIE L. DOUGLAS

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**SELLER: WILDORA SIMS**

**PURCHASER: VICKIE L. DOUGLAS**

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- a. Failure by Purchaser for a period of sixty (60) days to pay any payment required to be made by Purchaser to Seller under this Contract when and as it becomes due and payable.
- b. Encumbrance of the real estate or any part thereof by Purchaser, other than as expressly permitted by this Contract.
- c. Causing or permitting by Purchaser of the making of any levy, seizure or attachment of the real estate or any part thereof.
- d. Occurrence of an Uninsured loss with respect to the real estate or any part thereof.
- e. Desertion or abandonment by Purchaser of any portion of the real estate.
- f. Actual or threatened alternation, demolition, waste or removal of any improvement now or hereafter located on the real estate, except as permitted by this Contract.
- g. Failure by Purchaser, for a period of forty-five (45) days after written notice is given to Purchaser, to perform or observe any other covenant or term of this Contract.

The parties agree that after Purchaser has paid Twenty-Two Thousand (\$22,000.00) Dollars of the purchase price (which price means the original purchase price set forth in Paragraph 2), then Purchaser shall have substantial equity in the real estate.

7. If Seller fails to convey the real estate as required by this Contract, Purchaser may institute legal action against Seller for specific performance, in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist at law; or Purchaser may pursue such other remedy as is available at law or in equity.

If, after seven (7) days notice from Seller, Purchaser fails to make any payment required of him under this Contract or to perform or observe any other of his covenants or agreements, Seller shall be entitled to institute legal action against Purchaser for such relief as may be available at law or in equity. Nothing in this section shall interfere with or affect Purchaser's right to any reduction, set-off or credit to which Purchaser may be entitled in the event of Seller's failure to pay amounts required of him pursuant to this Contract, including but not limited to, damages and attorney fees.

Wildora W. Sims  
WILDORA SIMS

Vickie L. Douglas  
VICKIE L. DOUGLAS

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8. This Contract shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana. If Seller or Purchaser consist of more than one (1) person, each person signing this Contract as Seller or Purchaser shall be jointly and severally bound.

A memorandum of this Contract may be recorded and shall be adequate notice of the provisions of this Contract as though the entire instrument had been recorded.

Each party is entitled to recover his reasonable attorney fees, costs, and expenses incurred by reason of enforcing his rights hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.

The failure or omission of either party to enforce any of his right or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of his rights or remedies upon any subsequent default.

Any notices to be given hereunder shall be in writing and deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box, postage prepaid.

In computing a time period prescribed in this Contract, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period.

9. Seller shall, at his own expense, furnish Purchasers with evidence of Title showing a good and merchantable title, continued to date, on the above-described real estate. Form of evidence of Title to be in the form of a binder for an Owner's Policy of Title Insurance in the full amount of the purchase price. Reasonable time shall be given Seller to correct defects of Title, if any. Seller shall convey Title by Warranty Deed to Purchaser when the unpaid purchase price is paid.

10. Purchaser waives any request or right to have said property inspected prior to the execution of this contract and agrees to accept said real estate as is.

11. The closing of the sale shall take place at a location to be mutually determined by Purchaser and Seller.

12. The risk of loss or damage to property until delivery of Deed is assumed by

Wildora W. Sims  
WILDORA SIMS

Vickie L. Douglas  
VICKIE L. DOUGLAS

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**PURCHASER: VICKIE L. DOUGLAS**

Seller. If all or substantial portions of the property are destroyed or damaged prior to delivery of Deed, this Agreement at the election of either Party may be declared canceled and the earnest money deposit will be refunded to Purchaser.

13. This real estate and the improvements thereon, if any, is being purchased subject to all covenants, easements and restrictions of record, if any, and shall include all usual improvements and permanent fixtures used in connection therewith, including but not necessarily limited to the following: **All electrical, gas, heating, and plumbing fixtures, all screens, screen doors, storm windows, shades, Venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers and fences, if any, now in or on the property.**

*This Document is the property of  
the Lake County Recorder!*

IN WITNESS WHEREOF, this Contract for the Sale of Real Estate is made and executed this 2 day of August, 2000.

**PURCHASER:**

Vickie L. Douglas  
 VICKIE L. DOUGLAS, Purchaser

**SELLER:**

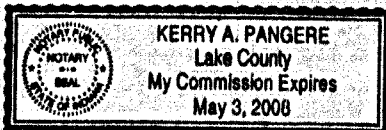
Wildora W. Sims  
 WILDORA SIMS, Seller

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

Before me, the undersigned, a *Notary Public* in and for said County and State this 2nd day of August, 2000, personally appeared WILDORA SIMS and VICKIE L. DOUGLAS, and acknowledged the execution of the foregoing CONTRACT FOR THE SALE OF REAL ESTATE as their free and voluntary act for the use and purposes therein set forth.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Kerry A. Pangere





## Official Stamp

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING

2000 063597

2000 AUG 31 PM 2:18

MORRIS W. CARTER  
RECORDER

## Document Mail Back to Information Sheet

This is where you want the recorded document sent back to when it has completed the recording process.

Name Wildora Whitlaw - Sims

Address PO Box 4454

City St Zip GARY IN. 46406

Telephone 219-378-1225

Signature Printed Wildora Whitlaw - Sims

Signature Written Wildora Whitlaw - Sims

Date of Signature 8-31-00

Check Number \_\_\_\_\_

Check Amount Cash \$ 18.00

### Office Use Only

Check Equals Amount Due  Yes  No

Total \_\_\_\_\_

Initials A.C.