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ROBERT L. CARTER
RECORDER

REAL ESTATE CONTRACT

THIS AGREEMENT IS ENTERED INTO by and between Hawk Development Corp. ("Seller") AND James Dean Metros and Marla Jean Metros ("Buyer") on ~~7-4-02~~ 7-7-23-02 2002.

1. **PROPERTY SOLD.** Seller agrees to sell to the Buyer, and the Buyer, in consideration of the premises set forth in this Agreement, hereby agrees to purchase from Seller the following described real estate situated in the County of Lake, State of Indiana, to-wit:

See attached legal description

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as stated below, all upon the following terms and conditions.

2. **TOTAL PURCHASE PRICE.** The Buyer agrees to pay for the Property the total of Thirty Five Thousand Dollars (\$35,000) due and payable at Lake County, Indiana, as follows:

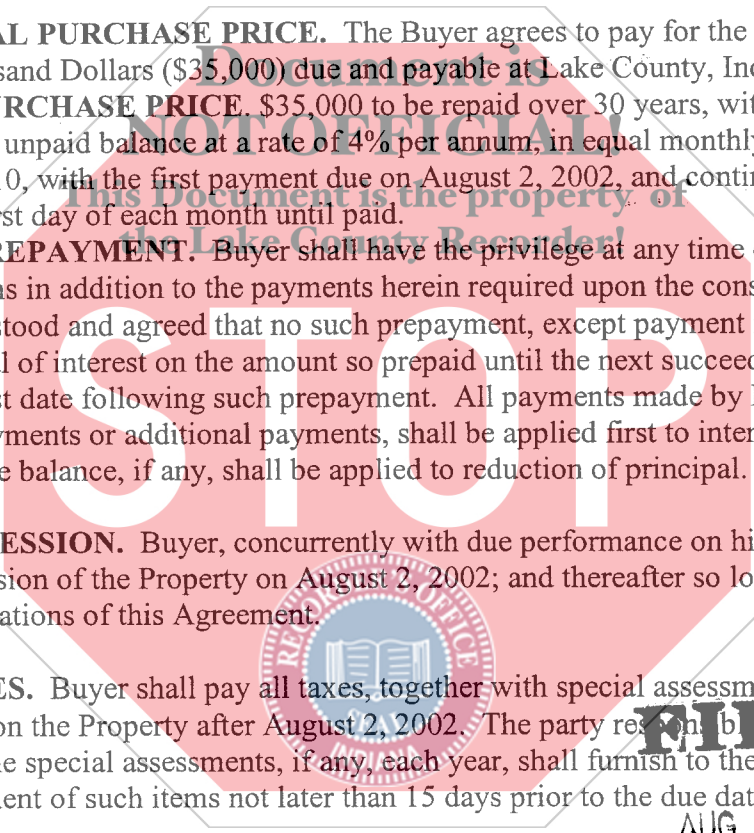
(a) **PURCHASE PRICE.** \$35,000 to be repaid over 30 years, with interest accruing on the unpaid balance at a rate of 4% per annum, in equal monthly installments of \$167.10, with the first payment due on August 2, 2002, and continuing thereafter on the First day of each month until paid.

(b) **PREPAYMENT.** Buyer shall have the privilege at any time of paying any sum or sums in addition to the payments herein required upon the consideration, and it is understood and agreed that no such prepayment, except payment in full, shall stop the accrual of interest on the amount so prepaid until the next succeeding computation of interest date following such prepayment. All payments made by Buyer, including prepayments or additional payments, shall be applied first to interest due and payable and the balance, if any, shall be applied to reduction of principal.

3. **POSSESSION.** Buyer, concurrently with due performance on his part, shall be entitled to possession of the Property on August 2, 2002; and thereafter so long as he shall perform the obligations of this Agreement.

4. **TAXES.** Buyer shall pay all taxes, together with special assessments, which become due and payable on the Property after August 2, 2002. The party responsible for the payment of such taxes, and the special assessments, if any, each year, shall furnish to the other party evidence of payment of such items not later than 15 days prior to the due date of such item.

5. **MORTGAGE.** Any mortgage or encumbrance of a similar nature against the Property shall be timely paid by Seller so as not to prejudice the Buyer. Should Seller fail to pay, Buyer may pay any such sums in default and shall be entitled to a credit therefor.



FILED
AUG 14 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR

001012

2300 KM
cash

Agreement for such sums so paid. Buyer and Seller agree that Seller shall have the right, without Buyer's consent, to encumber the Property with a mortgage. Seller shall pay all amounts due under any such mortgage when due and shall pay, discharge and obtain the release of any such mortgage upon Buyer's payment in full of the Purchase Price and all interest accrued thereon.

6. **INSURANCE.** Buyer, from and after the date of possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyer (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, now on or hereafter placed on said premises, in companies to be reasonably approved by Seller in an amount not less than the full insurable value of such improvements or not less than the unpaid purchase price herein, whichever amount is smaller, with such insurance payable to Seller and Buyer as their interests may appear. BUYER SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLER for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Seller to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. **CARE OF PROPERTY.** Buyer shall take good care of the Property and, shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair. Buyer shall not use or permit said premises to be used for any illegal purpose.

8. **INDEMNIFICATION AND RELEASE.** Buyer shall indemnify and hold harmless Seller from and against all damages, claims and liability arising from or connected in any way with Buyer's control or use of the Property, or control or use by any agents or invitees of the Buyer, including, without limitation, any damage or injury to person or property. If Seller shall become a party to litigation commenced by or against Buyer, then Buyer shall indemnify and hold Seller harmless, including all legal costs and attorney's fees incurred by Seller in connection with any such claim, action or proceeding. Buyer hereby releases Seller from all liability for any accident, damage, claim, loss, or injury caused to person or property on or about the Property. Buyer assumes all risk and responsibility for accidents, damages, claims, losses, or injuries to persons and property arising from Buyer's use and/or control of the Property and improvements thereon, or control or use by any agents or invitees of the Buyer. Buyer shall insure such risk by carrying standard liability insurance, in such amounts as are reasonable and satisfactory to Seller, and shall name Seller as a co-insured therein.

9. **LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the Property. Buyer shall not permit any mechanic's lien to be filed against the Property nor against any interest or estate therein by reason of labor, services, or materials claimed to have been performed or furnished to or for the Buyer. If such mechanic's lien shall be filed, Seller may

compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor, in which case Buyer, upon demand of Seller, shall cause the lien to be released at Buyer's expense by obtaining an order from the Court releasing the Property from such lien.

10. ADVANCEMENT BY SELLER. If Buyer fails to pay any taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Seller, be added to the principal amount due hereunder and so secured.

11. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Failure to promptly assert rights of Seller herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

12. DEED AND TITLE INSURANCE. Upon fulfillment of all obligations under this Agreement by Buyer, Seller will execute and deliver to Buyer a Warranty Deed conveying the Property in fee simple pursuant to and in conformity with this Agreement and Seller will at that time deliver to Buyer an Owner's Policy of Title Insurance in an amount equal to the Purchase Price from a company insuring marketable title subject only to such exceptions as are permitted by this Agreement. Seller shall also provide Buyer proof of ownership of the real estate on or before August 2, 2002 as a condition precedent to the terms of this Contract.

13. FORFEITURE. If Buyer (a) fails to make the payments aforesaid, or any part thereof, as same become due; or (b) fails to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fails to keep the property insured; or (d) fails to keep it in reasonable repair as herein required; or (e) fails to perform any of the agreements as herein made or required; then Buyer shall be considered to be in default and to have forfeited all rights under this Agreement, and shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Seller as compensation for the use of said property, and/or as liquidated damages for breach of this Agreement; and such forfeiture, if the Buyer, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as provided by law.

14 FORECLOSURE AND REDEMPTION. If Buyer fails to timely perform this contract, Seller may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by law. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the

revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyer only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

15. **ATTORNEY'S FEES.** In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Seller, or in any other case permitted by law in which attorney's fees may be collected from Buyer, or imposed upon them, or upon the above described property, Buyer agrees to pay reasonable attorney's fees.

16. **INTEREST ON DELINQUENT AMOUNTS.** Either party will pay interest, at the highest legal contract rate applicable to a natural person, to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this Agreement, as protective disbursements.

17. **ASSIGNMENT.** In case of the assignment of this Agreement by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

18. **CONSTRUCTION.** Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. This Agreement shall be construed under Indiana law.

19. **SURVEY.** Buyer shall receive a Surveyor Location Report, which is a survey where corner markers are not set, at Seller's expense, and a Boundary Survey, which is a survey where corner markers of the Property are set prior to the closing and certified as of a current date, at Buyer's expense. The survey shall show the location of all improvements and easements of record. If the survey shows that any of Seller's improvements encroach on any adjoining property or violate any setback requirements, or that any improvements of any adjoining property encroach on the Seller's Property, and if any such encroachment problem cannot be corrected or insured over in the title policy referred to in paragraph 13 of this Agreement, at Seller's expense, within thirty (30) days, Buyer has the option to proceed to closing or terminate this Agreement.

20. **MISCELLANEOUS PROVISIONS.**

(a). If a party to this Agreement, his agent or his lender, requires that this transaction be

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public in and for said County and State, came James Dean Metros and Marla Jean Metros, Buyer and acknowledged the execution of the foregoing instrument this 23 day of July, 2002.

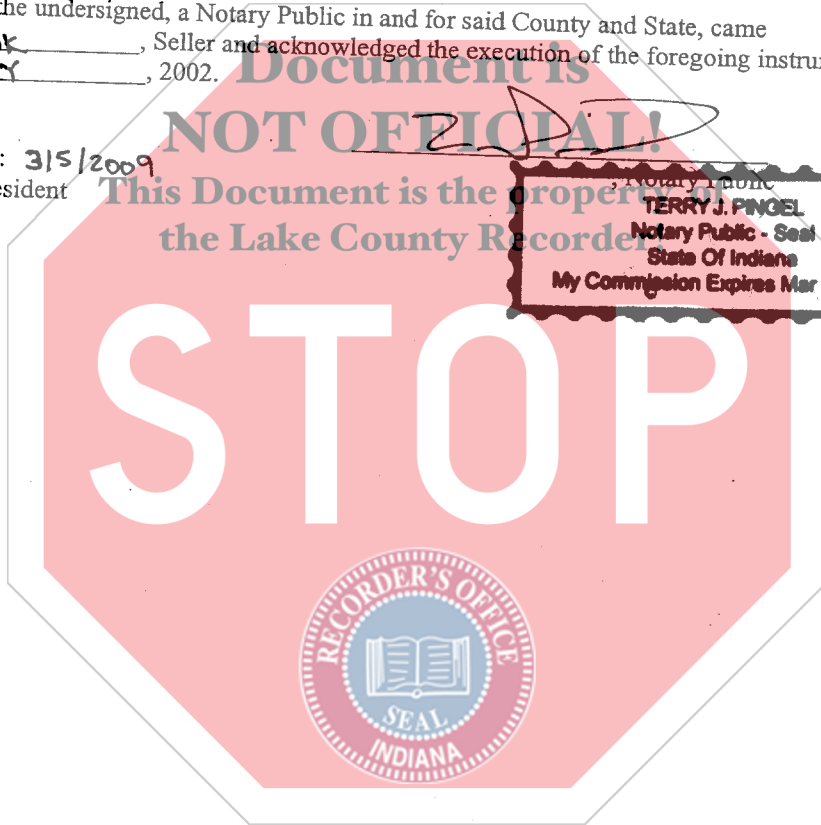
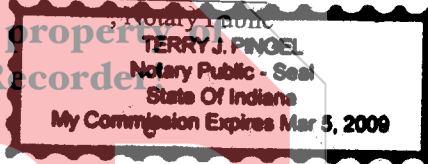
Commission Expires: 4-4-08
LAKE County Resident

Antoinette A Kirk
Antoinette A Kirk Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public in and for said County and State, came J.W. Hawk, Seller and acknowledged the execution of the foregoing instrument this 24TH day of JULY, 2002.

Commission Expires: 3/5/2009
LAKE County Resident



closed by a title company, a mortgage broker, an attorney, or any other third party which will result in a fee being charged for settlement/closing, such fee shall be paid equally by Seller and Buyer.

(b) Buyer and Seller swear and affirm, under penalty of perjury, that the purchase price listed in the real estate Contract shall be paid as outlined herein. Conveyance of the title to the property shall not occur without such payment. Should any purchase monies be returned to Buyer by Seller by gift or otherwise, the entire Real Estate Contract shall be null and void, title shall revert to Seller, and all monies paid by Buyer shall be returned to Buyer by Seller.

IN WITNESS WHEREOF, Seller and Buyer executed this Real Estate Contract this 23RD day of July, 2002.

James D. Metros 7-23-02 / 3:00pm
BUYER'S SIGNATURE DATE/TIME

J.W. Hawk
SELLER'S SIGNATURE DATE/TIME

James D. Metros
PRINTED

J.W. Hawk
PRINTED

1758 Beech Dr., Crown Point, In.
MAILING ADDRESS

1313 White Hawk Dr C.P.
MAILING ADDRESS

Home Telephone 219-226-1575
Work Telephone 219-662-3240

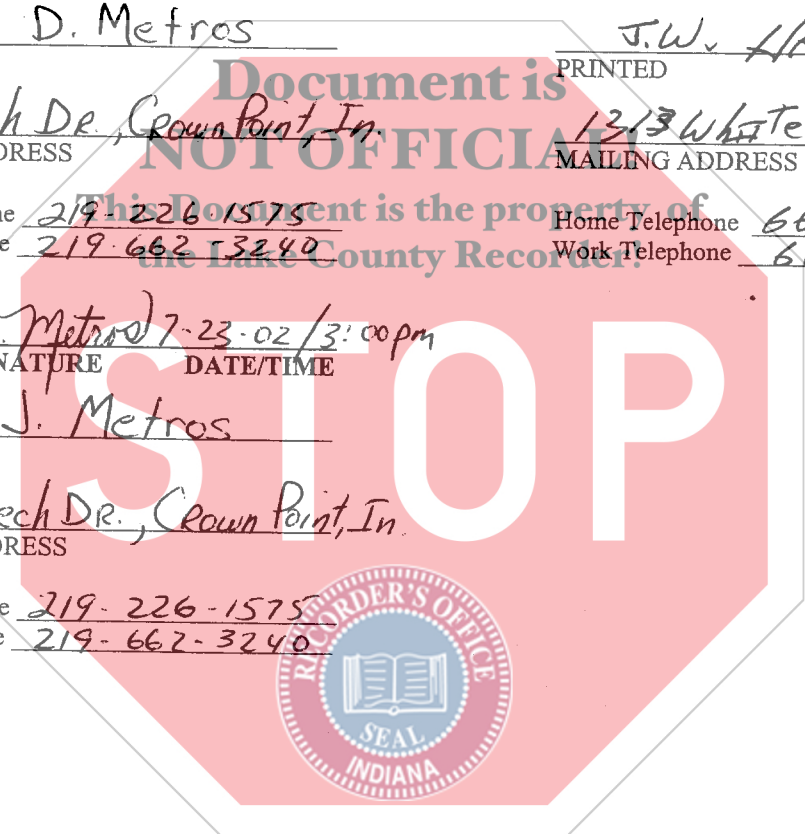
Home Telephone 661-1713
Work Telephone 661-1713

Marla J. Metros 7-23-02 / 3:00pm
BUYER'S SIGNATURE DATE/TIME

Marla J. Metros
PRINTED

1758 Beech Dr., Crown Point, In.
MAILING ADDRESS

Home Telephone 219-226-1575
Work Telephone 219-662-3240



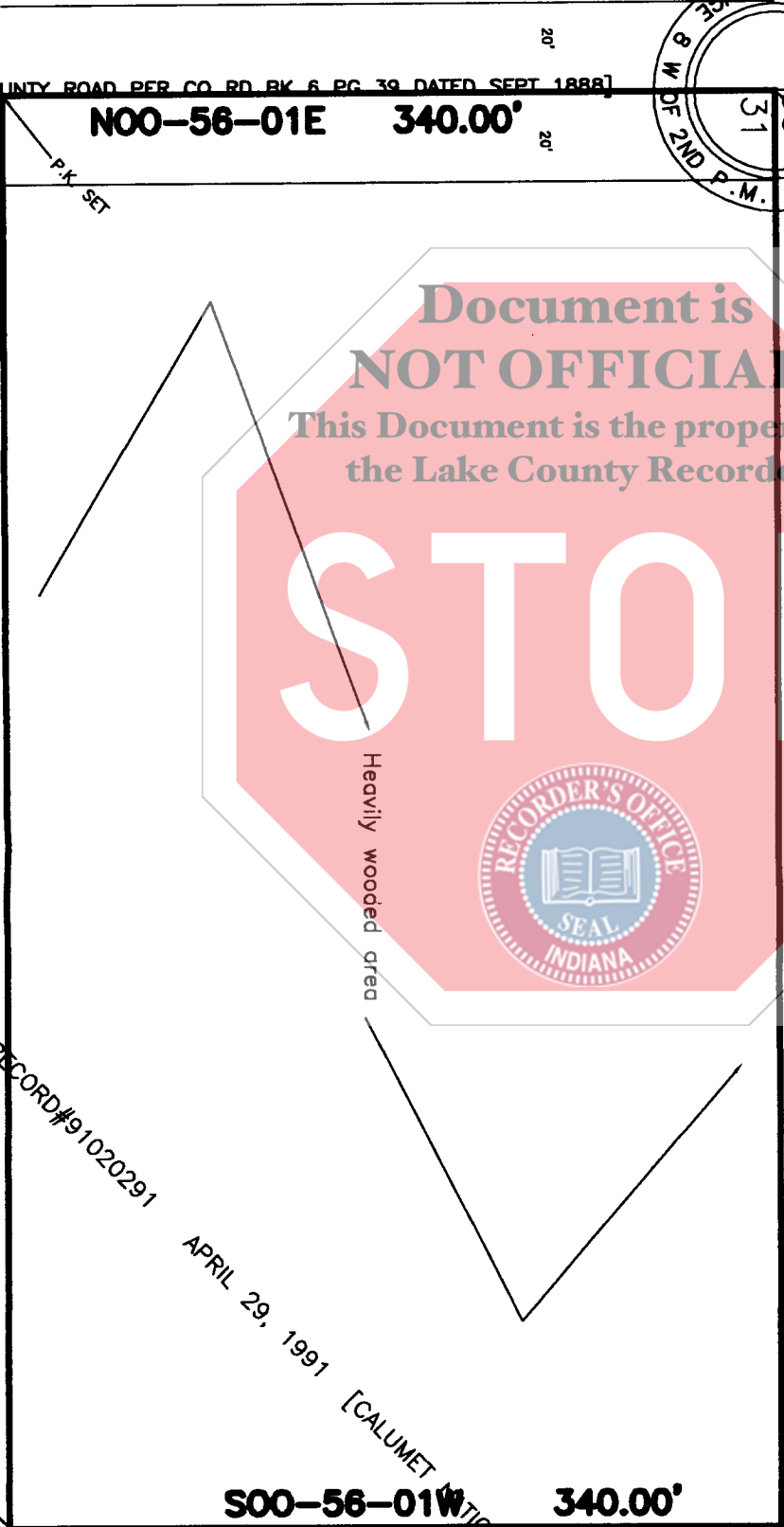
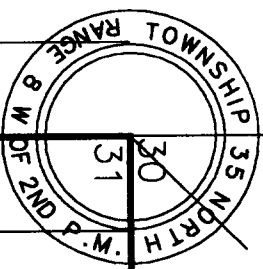
A. AVAILABILITY AND CONDITION OF REFERENCED MONUMENTS:

The survey was based on a partial breakdown of Section 31-35-8. Monuments at section corners used were as referenced by the lake county surveyor's office.

B. OCCUPATION AND POSSESSION LINES: A series of conduit pipes were placed on or near north property line. They appear to be fairly new and on or near line.

C. CLARITY OR AMBIGUITY OF RECORD DESCRIPTION(S):
No gaps or overlaps were apparent.

D. THEORETICAL UNCERTAINTY (DUE TO RANDOM ERROR IN MEASUREMENTS):
This survey meets the minimum requirements of a Class "B" survey. The allowable uncertainty is 0.25 feet.



PART OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 640.98 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 01 SECONDS WEST, PARALLEL TO THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 340 FEET; THENCE NORTH 87 DEGREES 06 MINUTES 34 SECONDS WEST, PARALLEL TO THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 640.98 FEET TO WEST LINE OF SAID SECTION 31; THENCE NORTH 00 DEGREES 56 MINUTES 01 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 340 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA CONTAINING 5 ACRES MORE OR LESS.

WARRANTY DEED #866694 RECORDED AUG 8 1986[LOPES]

S87-06-34E 640.98'

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!



Heavily wooded area

APRIL 29, 1991 [CALUMET NATIONAL BANK TRUST]

STATE OF INDIANA }
COUNTY OF LAKE } SS

This is to certify that I have described property in accordance with title 865 IAC 1-12, and the plat is my knowledge, correctly represents the same.

[Signature]
INDIANA PROFESSIONAL LAND SURVEYOR
ILLINOIS PROFESSIONAL

PREPARED FOR: JIM METROS
JOB #:

- NOTES:**
1. A current title report was not furnished. Therefore all building restrictions and easements may not be shown.
 2. All utilities are not shown.

N87-06-34W 640.98'

DEED RECORD #91020291

CAPPED I.P. SET

