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**CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE**

THIS CONTRACT, made and entered into by and between David Barrick and Mark S. Lucas (hereinafter called "Sellers") and Timothy J. Kuskye (hereinafter called "Buyer"),

WITNESSETH:

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

Gary Beach Subdivision, Lot 7, Block A, the South 20 feet of Lot 6, Block A, Lake County, Indiana,

Commonly known as 718 N. Hamilton Street, Gary, Indiana 46403

upon the following covenants, terms and conditions:

I
THE PURCHASE PRICE AND MANNER OF PAYMENT

1. **The Purchase Price.** As the Purchase Price for the Real Estate, Buyer agrees to pay to Sellers and Sellers agree to accept from Buyer the sum of Thirty Two Thousand Two Hundred Sixty Six and 47/100 Dollars (\$32,266.47) ("Purchase Price").

2. **The Manner of Payment.** The Purchase Price shall be paid in the following manner:

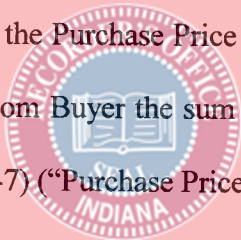
(a) The sum of Two Hundred Fifty Nine and 62/100 Dollars (\$259.62) in principal and interest, shall be paid monthly, beginning September 1, 2002, and on the same date of each month thereafter, until the Purchase Price with accrued interest shall be paid in full.

(b) The unpaid balance of the Purchase Price shall bear interest at the rate of nine percent (9%) per annum.

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(c) All payments due hereunder shall be made to David Barrick, 20 E. U.S. Highway 30, Schererville, Indiana 46375, or at such other place as Sellers shall designate in writing.

II
PAYMENT OF THE PURCHASE PRICE

Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such pre-payments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the Purchase Price.

III
TITLE

1. Sellers have provided Buyer with a commitment for owners title insurance from Tigor Title Insurance Company (the "Title Company") dated _____, 2002, number 920024031 (the "Title Commitment". Buyer shall pay the cost of such Commitment. Subject to the terms of the immediately preceding subparagraphs, (i) Sellers shall convey the Real Estate to Buyer upon payment of the Purchase Price by general warranty deed, subject only to the matters set forth as exceptions in the Commitment; and (ii) Sellers warrant that no other Buyer has a possessory interest in the Real Estate as of the date hereof.

2. It is understood and agreed that Buyer's brother, William G. Schuckers ("William"), purchased the Real Estate under a Contract for Conditional Sale of Real Estate dated June 27, 1996 (the "William Contract"), which William Contract is shown as a special exception in the Commitment. It is further understood that there is an outstanding judgment against William which is reflected as a special exception in the Commitment (the "Judgment"). The Sellers warrant that the William Contract has been forfeited under the terms of the Contract and William's interest no longer exists. Further, the Sellers warrant that the Judgment, because it derives through William, is not a valid and legitimate lien against the Real Estate.

3. The Sellers shall promptly institute a quiet title action in Lake County, Indiana, in order to obtain a judgment satisfactory for the Title Company to delete as exceptions in the Commitment the William Contract and the Judgment. The Sellers shall diligently prosecute the quiet title action, and, promptly upon presentation of invoices, the Buyer shall pay Sellers the cost

of such action in an amount not to exceed One Thousand Dollars (\$1,000.00). If Sellers are unable to obtain such judgment and induce the Title Company to delete as Commitment exceptions the William Contract and the Judgment on or before two (2) years from date hereof, the Buyer shall have the option to terminate this Contract.

IV
TAXES, ASSESSMENTS AND INSURANCE

1. **Taxes.** Buyer shall be responsible for the next tax payment on the Real Estate, and for all succeeding payments thereafter. Buyer shall furnish proof of payment to Sellers

2. **Assessments.** Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of the Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate.

3. **Penalties.** Buyer agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the last or untimely payment of such taxes, assessments or charges caused by Buyer's untimely payment of the same pursuant to this Agreement.

4. **Insurance.** Buyer agrees to keep any improvements included in the Real Estate insured under fire and extended coverage and liability policies and to pay premiums on such insurance policies as they become due. Such insurance shall be carried in a company or companies approved by Sellers and in an amount not less than the balance of the Purchase Price for fire, and \$100,000/\$300,000 for liability. Such policy or policies shall be issued in the name of Sellers and Buyer, as their respective interests may appear, and a copy shall be delivered to and retained by Sellers during the continuance of this Contract.

5. **Sellers' Right to Perform Buyer's Covenants.** If Buyer fails to perform any act or to make any payment required of him by this Article III, the Sellers shall have the right at any time,

without notice, to perform any such act or to make any such payment and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of Sellers to perform any act or to make any payment required of the Buyer. The exercise of the right by Sellers shall not constitute a release of any obligation of the Buyer under this Article III or a waiver of any remedy given Sellers under this Contract, nor shall such exercise constitute an estoppel to the exercise by Sellers of any right or remedy of his for a subsequent failure by Buyer to perform any act or to make any payment required by him under Article IV.

Payments made by Sellers and all costs and expenses incurred by him in connection with the exercise of such right shall at the option of the Sellers either:

- (a) be payable to Sellers by Buyer within thirty (30) days after demand, or
- (b) be added to principal. In any event, such payments and such costs and expenses shall bear interest at the rate of twelve percent (12%) per annum from the respective dates of making payment or incurring costs and expenses.

**V
REPRESENTATIONS**

The Buyer certifies that she has seen and examined the real estate and improvements if any thereon and agrees that she is purchasing the same in the condition in which it now exists. This agreement constitutes the entire contract between the parties hereto, and the Sellers are not liable or bound in any manner by express or implied warranties, guaranties, promises, statements, representations or information pertaining to said real estate, made or furnished by any real estate broker, agent, employee, servant or other person representing or purporting to represent the Sellers,

or by the Sellers, unless such warranties, guaranties, promises, statements, representations, or information are expressly and specifically set forth herein.

**VI
CONVEYANCE OF TITLE**

Sellers covenant and agree that upon the payment of all sums due under this Contract and the prompt and full performance by Buyer of all his covenants and agreements herein made, Sellers will convey or cause to be conveyed to Buyer, by Warranty Deed, the above-described Real Estate.

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Buyer cannot sell or assign this Contract, Buyer's interest therein or Buyer's interest in the Real Estate.

**VIII
USE OF THE REAL ESTATE BY BUYER,
SELLERS' RIGHTS TO INSPECTION AND
BUYER'S RESPONSIBILITY FOR INJURIES**

1. Use. The Real Estate may not be rented, leased, or occupied by persons other than Buyer or Buyer's blood relatives, or subject to Sellers' approval, which approval shall not be unreasonably withheld, to other tenants for residential purposes only. Buyer shall use the Real Estate carefully, and shall keep the same in good repair at his expense. No clause in this Contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Sellers' interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, and of the Town and County where the Real Estate is situated. In the event of

Buyer's breach of this covenant and a re-entry by Sellers, Buyer shall deliver the Real Estate to Sellers in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. Sellers' Right of Inspection. Sellers shall have the right to enter and inspect the Real Estate at any reasonable time.

3. Buyer's Responsibility for Accidents. As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate.

IX
SELLERS' RIGHT TO TRANSFER REAL ESTATE

It is further expressly understood and agreed that the said Sellers shall have the right to make transfer of said real estate, the title thereto and their interest in and to this Contract by assignment or otherwise, and in case of transfer thereof, the transferee shall have all of the rights, powers and authorities herein contained on the part of the said Sellers and the compliance of said transferee, if any there be, of any of the terms of this Contract, shall be construed and accepted by said Buyer as full compliance on the part of said Sellers of any of the terms, covenants and conditions contained herein to be complied with by said Sellers. Notice of said transfer shall be given immediately in writing to the Buyer by said Sellers.

X
SELLERS' REMEDIES ON BUYER'S DEFAULT

Time shall be of the essence of this Contract.

If Buyer fails, neglects or refuses to make any payment under this Contract within five (5) days after the due date, or to perform any of Buyer's covenants, terms and conditions when and as required under this Contract:

(1) Sellers shall have the right to declare this Contract forfeited and terminated, and upon such a declaration, all right, title and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant holding over without permission and Sellers shall be entitled to re-enter and take immediate possession of the Real Estate and to evict Buyer and all persons claiming under him;

(2) Separately or in conjunction with his right under item (1) above, as Sellers may elect, Sellers shall have the right to file in a court of competent jurisdiction an action to have this Contract forfeited and terminated and to recover from Buyer all or any of the following:

- (a) possession of the Real Estate;
- (b) any installments due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;
- (c) interest on the principal from the last date to which interest was paid until judgment or possession is recovered by Sellers whichever shall occur first; provided, however, that this shall not be construed as allowing Sellers to recover any interest which would be included under item (2)(b) above;
- (d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract;
- (e) premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this Contract;

(f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear, acts of God and public authorities;

(g) any other amounts (other than payment of the Purchase Price) which Buyer is obligated to pay under this Contract.

(3) In addition to any other remedy under this Contract, Sellers shall have such other remedies as are available at law or in equity.

(4) In any case Sellers shall have the right to retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy, under this Contract) all payments made by Buyer to Sellers and all sums received by Sellers as proceeds of insurance or as other benefits or considerations, in each case made or received under this Contract.

(5) Sellers shall have the right to file in a court of competent jurisdiction an action to recover all of the unpaid balance of the Purchase Price (which upon default by Buyer under this Contract shall, at the option of Sellers, become immediately due and payable) and interest on such unpaid balance until such unpaid balance is paid, together with any taxes, assessments, charges, penalties and insurance premiums paid by Sellers under this Contract and interest on such amounts until they are paid, unless such amounts (and interest on them) have been added to principal under this Contract.

The exercise or attempted exercise by Sellers of any right or remedy available under this Contract shall not preclude Sellers from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive of any other right or remedy, and each and every

such right or remedy shall be cumulative and in addition to any other right or remedy available under this Contract.

In any judicial proceeding to enforce this Contract Buyer specifically waives, to the extent he lawfully may do, his right, if any, to a hearing preliminary to a judicial order for immediate possession of the Real Estate to be granted to Sellers under applicable law.

All sums payable under this Contract are payable with accrued interest and without relief from valuation or appraisal laws. In addition to any other sum payable by Buyer under this Contract, Buyer shall pay any reasonable expense, including attorneys' fees, incurred by Sellers in connection with the exercise of any right or remedy under this Contract, and the preparation and delivery of notice.

The failure or omission of Sellers 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.

In the event Buyer has substantial equity in the Real Estate when an event of default occurs, then this Contract shall be considered the same as a promissory note secured by a Real Estate Mortgage, and Sellers' remedy shall be that of foreclosure in the same manner that Real Estate Mortgages are foreclosed under Indiana law and Sellers may not avail himself of the remedies set forth above, Sellers then may declare all of the sums secured by this Contract to be immediately due and payable, and Sellers may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate. The parties agree that after Buyer has paid Three Thousand Dollars (\$3,000.00) of the Purchase Price (which price means the original Purchase Price set forth in Paragraph ((1))), then Buyer shall have substantial equity in the Real Estate.

Before Sellers shall pursue any of their rights or remedies under this Article X, they shall first give Buyer written notice of the default complained of and Buyer shall have 30 days from the posting of such notice to correct any default; provided, however 30 days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer under this Contract.

XI
GENERAL AGREEMENTS OF PARTIES

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be 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.

Unless the rate of interest is otherwise specifically stated, interest provided by this Contract shall be computed at the rate set forth in paragraph 2 of Article I of this Contract or if no rate is there set forth at the rate of twelve percent (12%) per annum.

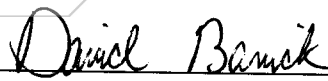
IN WITNESS WHEREOF, the Sellers and Buyer have executed this instrument in duplicate on this 3/15 day of Oct., 2002.

BUYER:



Timothy J. Kuskye

SELLERS:



David Barrick



Mark S. Lucas

STATE OF INDIANA

COUNTY OF LAKE ^{Timothy} ~~LAKE~~ *MARION*

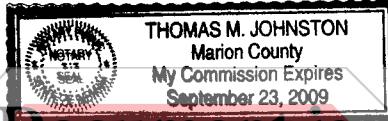
SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, by Timothy J. Kuskye, this 15th day of October, 2002.

[Signature]
_____, Notary Public
County

My Commission Expires: _____

Resident of _____



STATE OF INDIANA

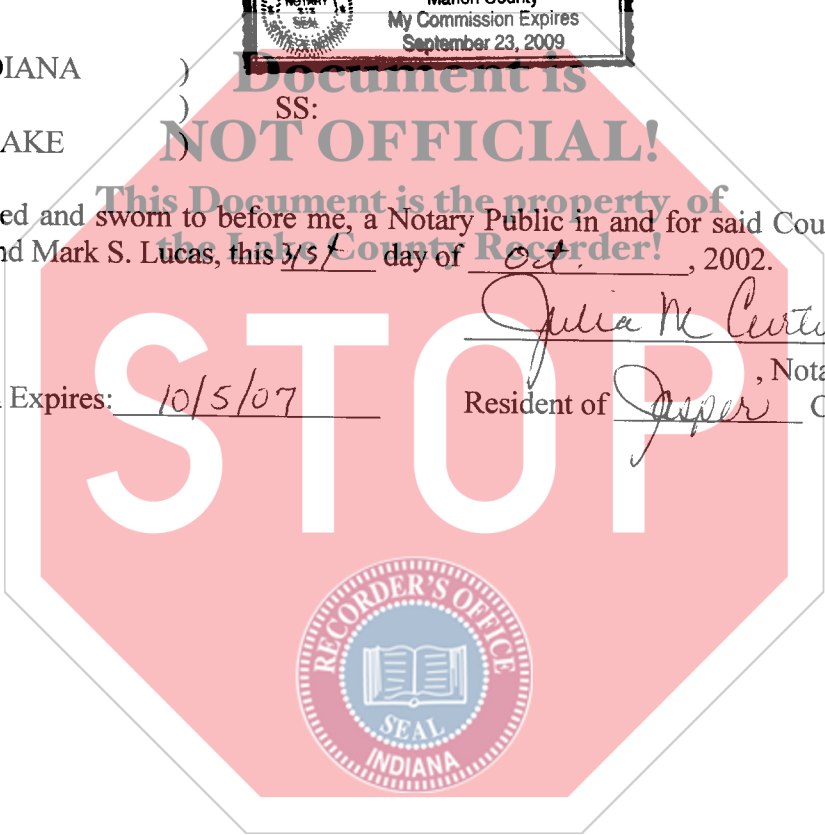
COUNTY OF LAKE

SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, by David Barrick and Mark S. Lucas, this 3/5 day of Oct, 2002.

[Signature]
_____, Notary Public
Resident of Jasper County

My Commission Expires: 10/5/07



Lucas, Hilcomb + Medrea
300 East 90th Dr.
Merrillville, IN 46410