Note: Use of this form constitutes practice of law and is limited to practicing lawyers.

## KAND/CONTRACT

Kevin M. Mabry  November 12th day of November 12th May of November 12th	er, 2002 , by
("Vendor"), and St. John Baptist Church, Inc.	
("Purchaser"): WITNESSETH that the parties agree as follows: Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the together with all improvements thereon or belonging thereto, located in Lake ("Real Estate"), being more particularly described as follows:	County, Indiana
Lots 1 to 3, both inclusive in Block 18 in Chicago-Tolleston Land and Investment Comp Tolleston, in the City of Gary, as per plat thereof, recorded in Plat Book 2 page 35, in the County, Indiana.	e Office of the Recorder of Lake
(25) 46-146-1	~
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commonly known as: <u>2500-06 Massachusetts Street, Gary, Indiana 46407</u> all upon the following covenants, terms and conditions:	10
1. PURCHASE PRICE AND MANNER OF PAYMENT	2
(a) PURCHASE PRICE. The Purchase Price for the Real Estate shall be the sum of Hundred Dollars (\$ 28,500.00 ) ("Purchase Price") which Purchase	Twenty-Eight Thousand Five haser (jointly and severally, if more
than one) agrees to pay Vendor in accordance with the terms and conditions of this Co	intract, without relief from valuation
and appraisement laws and with reasonable attorneys' fees after default and referral to  (b) MANNER OF PAYMENT. The Purchase Price shall be paid in the following man	an attorney for collection
(1) The sum of <u>Ten Thousand</u> Dollars (\$ be paid upon execution and delivery of this contract to Vendor by Purchaser and Ven payment.	10,000.00 ) shall ndor acknowledges receipt of such
(2) The remaining unpaid principal balance of the Purchase Price ("Contract Bal Purchaser, together with interest at the rate of Percent (_N/A%) per follows (select appropriate text):	ance") shall be paid to Vendor by annum ("Per Annum Rate"), as
(i) With interest at the Per Annum Rate computed semiannually on the unpaid Coin equal monthly installments of N/A Dollars (\$	
month, which installment payments shall commence on N/A day of each successive calendar month thereafter, until the Contract Balance a	and shall continue on the
has been paid in full. Interest shall be computed from (the date hereof) (N/A following June 30 or December 31 [whichever date first occurs] and thereafter semian 31, or date of payment in full, upon the Contract Balance (at the beginning of such payment for such period);	) on the
CIN NATION TO A STATE OF THE ST	
(ii) With interest computed from (the date hereof) ( N/A  Contract Balance at the Per Annum Rate, in equal monthly installments of N/A  Dollars (\$ N/A ) per month for N/A consecutive monthly installments of N/A	) on the monthly unpaid Contract
- Condedative into	nths, and a final monthly installment which installment payments shall
commence on N/A and shall continue thereafter on the	ne - 0 - day of each
successive calendar month until the entire Contract Balance, together with all accrued full;	interest thereon, has been paid in
or	
(iii) Without interest payments will be made in four (4) month	nly installments of
\$4,500.00, \$4,500.00, \$4,500.00 and \$5,000.00, respectively, f	irst payment shall be due
30 days after date of closing and subsequent payments on the face succeeding month.	irst day of each
(3) Purchaser may make prepayments of any amount due hereunder at any time at partial prepayment of the Contract Balance shall relieve Purchaser from continuing to reduce and payable. All payments made by Purchaser, including prepayments, so and payable and the balance, if any, to principal  (4) All payments shall be made to Vendor at (insert address): 6004 Virginia so 46410 or to such other place or person as Vendor may direct by written notice to 2. TAXES AND INSURANCE.  (a) TAXES. Purchaser shall pay the taxes on the Real Estate beginning with the real payable on May 10 & November 10 and all installments of taxes payable the and agrees to pay, prior to delinquency, all prior real estate taxes on the Real Estate. Vendor and at Purchaser's expense, may contest on Vendor's and Purchaser's behavaluation of the Real Estate. Vendor shall forward or cause to be forwarded to Purchaser state taxes on the Real Estate payable by Purchaser, as received, and Purchaser shall evidence of payment of such taxes.	nake scheduled payments as they hall be applied first to interest due street, Merrillville, IN to Purchaser.  2002 payable in estate taxes for 2003 due and ereafter. Vendor covenants Purchaser, upon written notice to alf, any changes of the assessed er a copy of all statements for real
	10 %

- (b) ASSESSMENTS. Purchaser shall pay all assessments for municipal and other improvements becoming a lien after (the date of execution of this Contract) (<u>November 12, 2002</u>). Vendor covenants and agrees to pay all such assessments becoming a lien prior to such date.
- (c) INSURANCE. Purchaser agrees to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Real Estate, in an amount not less than the Contract Balance or the full extent of purchaser's insurable value, whichever is less (Required Insurance"). The Required Insurance shall be issued in the names of Purchaser and Vendor, as their respective interest may appear, and shall provide that the insurer may not cancel or materially change coverage without ten (10) days' prior written notice to Vendor. Purchaser shall provide Vendor with such proof of insurance coverages as Vendor from time to time shall reasonably request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to the Real Estate covered by Required Insurance shall be applied to restoration and repair of the loss or damage in such fashion as Vendor 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 or which events, the proceeds may be applied, at Vendor's option, toward prepayment of the Contract Balance, with any excess to be paid to Purchaser.
- (d) PAYMENT BY VENDOR. Upon failure of Purchaser to pay taxes or assessments on the Real Estate or to provide insurance as required under this Contract, Vendor, upon written notice to Purchaser, may pay such taxes or assessments or obtain and maintain such insurance and add the costs thereof to the Contract Balance.
- 3. POSSESSION. Vendor shall give Purchaser full and complete possession of the Real Estate, and the right to any rental income therefrom (which shall be prorated as of the date of possession), on <a href="November 12">November 12</a>, 2002
  - 4. EVIDENCE OF TITLE. (Select appropriate subparagraphs.)
- (a) Vendor has furnished Purchaser with evidence of title to the Real Estate, satisfactory to Purchaser, which shows a merchantable title to the Real Estate in Vendor as of the date thereof. Any further evidence or assurance of title shall be obtained at the expense of Purchaser. Vendor shall have the right to retain possession of any abstract of title to the Real Estate until the entire Purchase Price, and all accrued interest thereon, has been paid in full;
- (b) Vendor has furnished to Purchaser, at Vendor's expense, a binder for an owner's policy of title insurance ("Title Binder") issued by
  which such title insurance company has agreed to insure, in the full amount of the Purchaser Price, merchantable title to Purchaser as a contract purchaser upon execution and delivery of this Contract to Purchaser by Vendor. Upon execution of this Contract by Purchaser and Vendor, Vendor shall pay all unpaid premiums for such title insurance. Any further evidence or assurance of title shall be obtained by Purchaser at Purchaser's expense.
- 5. WARRANTIES OF VENDOR. Vendor hereby warrants that Vendor has good and merchantable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances except as follows:
  - (i) Easements and restrictions of record as disclosed in the Title Binder;
  - (ii) Current real estate taxes not yet delinquent; and

Vendor further represents and warrants the following as of the date hereof: Vendor has made no contract to sell all or a part of the Real Estate to an person other than the Purchaser; Vendor has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which tiens have been or may be filed; the improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are not encroachments thereon; there are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate; there is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate; and Seller is neither principal nor surety on any bond payable to the State of Indiana.

- 6. VENDOR'S RIGHT TO MORTGAGE REAL ESTATE. Vendor (shall) (shall not) have the right, without Purchaser's consent to encumber the Real Estate with a mortgage. Any such mortgage by its terms (shall) (shall not) be subordinated to the rights of Purchaser under this Contract. In all events, the balance due in respect of any such mortgage at no time shall exceed the unpaid balance of the Purchase Price. If Vendor encumbers the Real Estate by a mortgage, or the Real Estate is on the date of this Contract so encumbered, and Vendor defaults thereunder, Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this Contract. Vendor shall pay all amounts due under any such mortgage when due and shall pay, discharge and obtain the release of any such mortgage upon Purchaser's payment in full of the Contract Balance and all interest accrued thereon.
- 7. TRANSFER OF PURCHASER'S INTEREST CONDEMNATION. Purchaser's interest in this Contract and Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by Purchaser without the written consent of Vendor. If the Real Estate of any part hereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Vendor. Such proceeds shall be applied, at Vendor's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if by electing to apply part of any such award or compensation against the Contract Balance, the Contract Balance is paid in full, then Vendor shall pay the balance to Purchaser.
- 8. MECHANIC'S LIENS. Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or material claimed to have been performed or furnished to or for Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Vendor; at Vendor's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Vendor, shall cause the lien to be released at Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtaining an order form the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

- 9. INDEMNIFICATION AND RELEASE. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Vendor, Purchaser shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected by insurance. If Vendor without fault, shall become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Vendor harmless. The indemnification provided by this paragraph shall include all legal costs and attorneys' fees incurred by Vendor in connection with any such claim, action or proceeding. Purchaser hereby releases Vendor from all liability for any accident, damage or injury caused to person or property on or about the Real Estate (whether or not due to negligence on the part of Vendor) (excepting liability of Vendor for Vendor's negligence) and notwithstanding whether such acts or omissions be active or passive.
  - 10. Use of the Real Estate by Purchaser; Vehdb/'s Phyllit/of hispection/ Purchaser's Responsibility for Accidents.
- (a) USE. The Real Estate shall not be rented, leased or occupied by persons other than None of the improvements now or hereafter located on the Real Estate shall be materially changed, remodeled, or altered without the prior written consent of Vendor. No additional improvements shall be placed on the Real estate without the prior written consent of Vendor. Purchaser, at Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. Purchaser shall not commit waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.
- (9)/YFNPPPP FIGHT/PF/NBPECTIPN: Until the/Purchase Price and/all interest/thereon is paid in full/Yendor/rom/ time to time/and/at/reasonable times/peopebly may enter and/inspeop the Real/Potate/
- (c) PURCHASER'S RESPONSIBILITY FOR ACCIDENTS. Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from Purchaser's use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to Vendor, insuring the Vendor's liability as well as the Purchaser's.
- 11. DEFAULT AND ACCELERATION. It is expressly agreed by Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter, the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of Vendor, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by Purchaser, and Vendor shall have the right to pursue immediately any and all remedies legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Land Contract, and as may be necessary or appropriate to protect Vendor's interest under this Contract and in and to the Real Estate. The following shall each constitute an "Event of Default" for purposes of this Contract:
- (a) Default by Purchaser for a period of 10 days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Contract are payable by Purchaser, of (iii) any premium for insurance required by the terms of this Contract to be maintained by Purchaser;
- (b) Default, for a period of \_\_\_\_\_days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this Contract.
- (c) Lease or encumbrances or the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of an part of the Real Estate.
- (d) Purchaser (i) institutes or consents to any proceeding in insolvency, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any insolvency law or laws relating to the relief or reorganization of debtors', (ii) files an answer admitting bankruptcy or insolvency or in any manner is adjudged insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due; provided however, this paragraph (d) shall not apply to any proceeding in bankruptcy.
- (e) Any part of Real Estate or all or a substantial part of the property or assets of Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee;
  - (f) Desertion or abandonment of the Real Estate, or any part thereof, by Purchaser;
- (g) Actual or threatened alteration, demolition or removal of any improvements which are a part of the Real Estate, except as expressly allowed by the terms of this Contract;
- (h) Sale, transfer, conveyance or other disposition of Purchaser's interest in this Contract or Purchaser's interest in the Real Estate, or an part thereof, without Vendor's prior written Consent.

All of Vendor's remedies shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy for the same or any subsequent default at any time thereafter.

- 12. ADDITIONAL COVENANTS AND REPRESENTATIONS OF VENDOR. Upon payment by Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by purchaser of all covenants and conditions which by the terms of this Contract are to be performed by Purchaser, Vendor agrees and covenants to convey the Real estate to Purchaser by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights or persons in possession; to the lien of all taxes and assessments payable by Purchaser hereunder; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchaser.
- 13. GENERAL AGREEMENT OF PARTIES. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mails by certified or registered mail, postage prepaid.
  - (1) If to Vendor, at the address at which payments to Vendor are to be made.
  - (2) If to Purchaser, at (insert address):

2457 Massachusetts Street, Gary, Indiana 46407

Such addresses may be changed by either party by written advice as to the new address delivered to the other party as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

14. RECORDING. This agreement may be recorded by Purchaser, at Purchaser's expense.

IN WITNESS WHERE 2002 .	OF, Vendor and Purchaser have exe	cuted this instrument on this 12td	ay of <u>November</u> ,
Signature P	2-14,11	Signature Review M. n.	ratry
Printed St. John Baptist (	Church, Inc. Paster Raymond	Printed Kevin M. Mabry	0
Signature	McDonald II	Signature	
PrintedPUR	CHASER NOT OFFI	Printed VENDO	R
	This Document is the the Lavendor's Acknow	e property of	
STATE OF Indiana COUNTY OF Lake	SS:	3 6	
Before me, a Notary I	Public in and for said County and Sta	te, personally appeared Key	in M. Mabry
	ecution of the foregoing Land Contra		SHANNON STIENER
My commission expires	Notary Seal this 12 day of A Signature	Marin 12	My Commission Expires March 14, 2007
3-14-07 This instrument was prepa	Printed Shan  Residing in  red by Fannie M. Brooks		, Notary Public County, Indiana , Athornely/at lawl.