

15

ORIGINAL

CONDITIONAL SALE CONTRACT FOR PURCHASE OF REAL ESTATE

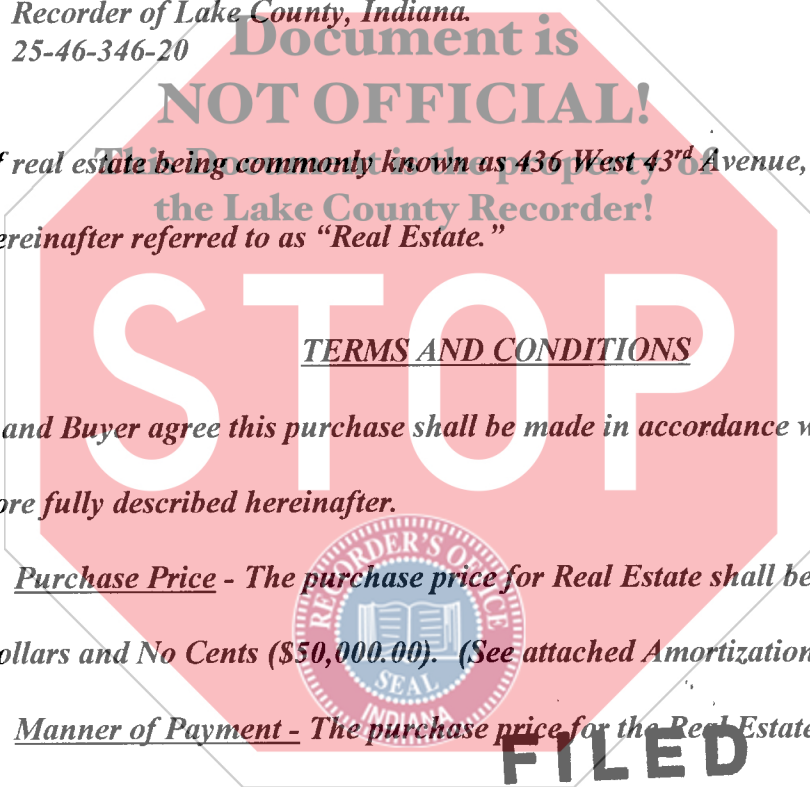
This Contract to Purchase Real Estate is made this 2nd day of October, 2003, by and between Thelma Matchem (hereinafter "Seller"), of Lake County, Indiana, and Jada Kennedy, (hereinafter, "Buyer"), of Lake County, Indiana.

Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, upon the terms and conditions herein set forth, the following real estate, together with all improvements, and appurtenance thereunto affixed, "as is" all located in Lake County, Indiana, and

legally described as follows:

Lot 19, in Block 4, Patterson and Stout First Subdivision, in the City of Gary, As per plat thereof, recorded in Plat Book 9, Page 25, in the Office of the Recorder of Lake County, Indiana.
25-46-346-20

Said parcel of real estate being commonly known as 436 West 43rd Avenue, Gary, Indiana 46409, and hereinafter referred to as "Real Estate."



Seller and Buyer agree this purchase shall be made in accordance with the terms and conditions more fully described hereinafter.

- Purchase Price - The purchase price for Real Estate shall be the sum of Fifty Thousand Dollars and No Cents (\$50,000.00). (See attached Amortization)
- Manner of Payment - The purchase price for the Real Estate shall be paid in the following manner:

2003 06307

STATE OF INDIANA
LAKE COUNTY RECORDER
OCT 3 4 08:24

-1- OCT 3 2003
STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

000385
38.00
#3004
90

Handwritten signature

(a) *The sum of No Dollars and No Cents (\$-0-) shall be paid upon execution and delivery of this Contract to Buyer from Seller, and Seller acknowledges receipt of such payment.*

(b) *The remaining unpaid balance of the purchase price (i.e., \$50,000.00), shall be paid to Seller by Buyer, together with interest at the rate of Zero percent (0.0%) computed monthly on the unpaid purchase price as herein provided, in monthly installments of Five Hundred Dollars and No Cents (\$500.00), which payments shall be made on or before the First day of each month with the first payment due ^{November 2} ~~October 1~~, 2003 with full ^{to m.} * balance of purchase price becoming due in Eighteen months from the date of execution of this contract. An amortization schedule showing the allocation of said payments between principal is attached hereto as ~~Exhibit A~~ and is incorporated herein by reference.*

(c) *The balance of the purchase price shall be paid in full on or before March 1, 2005, and if not so paid on or before such date shall bear interest at the default rate of Twelve percent (12%) per month.*

All payments shall be made to Seller at office located at 1419 N. Glenwood Avenue Apartment 2F, Griffith, Indiana 46319 or at such other place as Seller shall designate to Buyer.

Any payments not made when due shall bear interest at the rate of Twelve percent (12%) per annum, compounded daily, from the date that such payments are due until the date that said payments are made.

Any payments made shall be applied to the oldest balance due hereunder, unless Seller makes a different application.

3. Prepayment of Purchase Price- Buyer shall have the right to prepay without penalty, at any time, any portion of the amounts due hereunder; provided, however, that no prepayments shall be made in an amount of less than \$500.00 and no prepayments shall relieve Buyer of the obligation to make the monthly payments referred to in the immediately preceding Section 2. No repayments, other than prepayment in full, shall stop the accrual of interest on any other balances due hereunder. Interest shall not accrue after the date on which Buyer pays all amounts due hereunder in full.

4. Personal Property - Said personal property is being purchase in "AS IS" condition and with no warranties, except as to title.

5. Property Taxes, Assessments, and Insurance - The general property taxes on the Real Estate for tax years 2002 payable 2003 remain the sole responsibility of the Seller until such time this contract is paid in full.

Until such time as Buyer has paid all amounts due hereunder in full, Buyer shall provide, at their sole expense, property insurance insuring the Real Estate (including all structures, improvements, and personal property sold hereunder), against loss and/or damage then the greater of: (a) the faire market value of the Real Estate (including all structures, improvements, and personal property sold hereunder), or (b) the unpaid balance of the purchase price due under this agreement. Said insurance shall be written by companies that are satisfactory to Seller and shall be issued in the name of Seller and Buyer, as their respective interest appear.

Until such time as Buyer has paid all amount due hereunder in full, Buyer shall provide, at their sole expense, general liability insurance insuring against loss by virtue of personal injury and/or property damage arising from the use of and/or occupancy of the Real Estate. Said insurance shall be written by companies that are satisfactory to Seller, shall have minimum limits of not less than \$100,000.00 per occurrence for personal injury and \$50,000.00 per occurrence for property damage, and shall name Seller as an additional insured. Said insurance shall be primary under all circumstances.

Until such time as Buyer has paid all amounts due hereunder in full, Buyer shall pay any amounts owed by Buyer hereunder for property taxes, assessments, and/or insurance and proof of payment to Seller prior to the time that said real estate taxes, assessments, and/or insurance premiums are due. As to any amounts that are Seller's sole responsibility hereunder, Seller agrees to pay said amounts prior to the time that said amounts are due.

Buyer shall be solely responsible for any penalties and/or interest assessed because of non-payment of property taxes and/or assessments that are imposed because of the failure of Buyer to make their payments due hereunder. Seller shall be solely responsible for any penalties and/or interest assessed because of non-payment of property taxes and/or assessments that are imposed because of the failure of Seller to make their payments due hereunder.

Seller shall have no obligation to advance any amounts to pay any real estate taxes, assessments, and/or insurance that are the responsibilities of Buyer hereunder. If Seller elects to advance such amounts, however, then Seller shall be entitled to recover from Buyer said

amounts and interest on said amounts at the rate of twelve percent (12%) per annum, compounded daily, from the date said amounts are advanced by Seller until said amounts are repaid in full by Buyer.

6. Possession - Seller shall deliver possession to Buyer on ~~the date of this~~ ^{November 2, 2003}

~~Contract.~~

7. Evidence of Title - At or before the time that Buyer pays all amounts due hereunder, Seller shall provide to Buyer a binder for an Owner's title insurance policy evidencing marketable title of Seller in the Real Estate, except for permissible exceptions.

The permissible exceptions to title are as follows:

- (a) Real estate taxes for 2002 payable 2003 and all subsequent years;
- (b) all easements, covenants, assessments, and restrictions of record;
- (c) highways and legal right of ways, if any;
- (d) ditches and drains, if any, and all rights therein;
- (e) Public utility easements that do not interfere with the reasonable use of the Real Estate; and
- (f) any zoning and/or land use laws and ordinances affecting the Real Estate.

Seller shall pay the cost of the Owner's title insurance policy, but Buyer shall be responsible for any later date search fees and any title charges for any title insurance for their lender. Buyer shall be solely responsible for the payment of any closing fees charged by the title company and/or closing agent.

At the time that Buyer pays all of the amounts due hereunder, Seller shall deliver to Buyer a Warranty Deed conveying title to the Real Estate to Buyer, subject to the permissible exceptions referred to above. Said Warranty Deed shall be dated and executed as of the date of this contact and shall be held in escrow by Seller's attorney until such time as the balance of the purchase price and any other amounts due under this Contract are paid in full, at which time Seller's attorney is authorized to deliver such Deed to Buyer.

8. Inspection and Condition- *Buyer represents that they have inspected the Real Estate and improvements thereon. Buyer acknowledges that Seller has made no warranties or representations concerning the quality or condition of the Real Estate, including the improvements and fixtures thereon, and that Buyer has inspected the Real Estate and is agreeing to purchase the Real Estate in an "AS IS" condition present at the time of this Agreement, unless otherwise expressly set forth in this Agreement.*

9. Seller's Right to Mortgage the Real Estate- *Seller shall have the right to obtain, with Buyer's consent, a loan or loans secured by mortgages on the Real Estate, and the right to renew such loan or loans. Seller agrees, however, that the aggregate principal balances of all such loans shall never exceed the unpaid balance of the purchase price for the Real Estate under this Contract.*

Seller agrees to make all payments due on any such mortgages on or before the due date for each such payment. If Seller fails to make any such payments when due, Buyer shall have the right to make such payments and to deduct the amount thereof from the payments due under this Contract. At the time that Buyer pays all amount due hereunder,

Seller shall pay all amounts due on any notes secured by mortgages obtained by Seller against the Real Estate and have all of such mortgages released of record.

10. Assignment of Contract - *Buyer may not sell or assign this Contract, Buyer's interest therein, or Buyers interest in the Real Estate, without the written consent of Seller; provided, however, that any consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability under this Contract.*

11. Condemnation- *If the Real Estate or any portion thereof is taken or damages 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 that past so taken or damaged are hereby assigned to and shall be paid directly to Seller. Such proceeds shall be applied as a repayment of the Contract balance. If said proceeds exceed the amounts due Seller under this Contract, then the excess shall be paid to the buyer.*

12. Destruction/Loss- *If the Real Estate or any portion thereof is damaged and/or sustains a loss, then any recovery with respect to said damage or loss, whether insurance proceeds, payments by a responsible party, or otherwise, are hereby assigned to and shall be paid directly to Seller. Such recovery shall be applied as a prepayment of the Contract balance. If said recovery exceeds the amounts due Seller under this Contract, then the excess shall be paid to Buyer.*

13. Use of Real Estate- *Until such time as Buyer has paid all amount due hereunder, Buyer agrees that it will refrain from using the Real Estate for any lewd or*

immoral purpose; refrain from committing any waste or causing damage to be done to said Real Estate; keep the Real Estate free from refuse and in a clean and wholesome condition; and generally observe all lawful and valid health and police regulations and conform to the laws of the United States, the State of Indiana, and any applicable local ordinances. Buyer expressly agrees that no explosives or hazardous substances will be brought upon the Real Estate without the prior express written consent of Seller.

Buyer further agrees that they will not have any work performed upon the Real Estate or any materials provided for the Real Estate that could give raise to a mechanic's lien against the Real Estate without first having obtained the express written consent of Seller. As a condition of granting said consent, Seller shall have the right to require Buyer to place into escrow sufficient funds to pay for all work to be performed and materials to be provided and/or require Buyer to take such other steps as are appropriate to insure that all such work and materials will be fully paid for by Buyer.

Buyer shall keep the Real Estate in good repairs and shall be solely responsible for the performance of any repairs and/or maintenance of the Real Estate. This obligation shall not be interpreted, however, in any manner that would allow the Buyer to have work performed and/or materials provided that could give raise to a mechanic's lien without having first obtained the express written consent of Seller. Thus in all such cases Buyer shall first obtain the express written consent of Seller.

If Buyer breaches this Contract the Seller elects to declare this Contract forfeited and terminated, then Buyer shall immediately upon said declaration deliver possession of the Real Estate to Seller in as good a condition as it now exists, ordinary wear and tear and acts of God

and public authorities excepted. Upon such declaration, Buyer shall forfeit all interest in any alteration, renovations, and/or improvements made by Buyer or at the Buyer's expense upon the Real Estate and title to all such alterations, renovation, and/or improvements shall vest indefeasably in Seller. In the event the Real Estate is not in the same condition as it is now, Buyer shall be responsible for all damages and cost of repairs to make the Real Estate in the same condition as of the date of sale.

14. Right of Inspection- *Until such time as Buyer has paid all amounts due hereunder in full, Seller shall have the right to enter and inspect the Real Estate at any reasonable time.*

15. Indemnification- *The parties understand and agree that Buyer is purchasing the Real Estate pursuant to this Contract and thus, has sole custody and control over the Real Estate from and after the date of this Contract. Thus, Buyer is solely responsible for the use and occupancy of the Real Estate and shall be solely responsible for any injury and/or damage to person and/or property that occurs upon the Real Estate and/or arises from the use and/or occupancy of the Real Estate. Buyer agrees to indemnify, hold harmless, and defend Seller from any and all claims that arise from and/or relate to any injury and/or damage to person and/or property that occurs upon the Real Estate and/or arises from the use and/or occupancy of the Real Estate. If Buyer fails to provide a reasonable and competent defense to Seller at Buyer's sole expense, Seller shall have the right to retain attorney's at their sole discretion to provide said defense and to recover all cost of such defense from Buyer.*

16. Notices- *All notices, demands, or request given or required to be given by either party hereto to the other party shall be in writing and shall be deemed to have been properly*

given if served in person or if sent by U.S. registered or certified mail, return receipt requested,

postage prepaid, addressed as follows:

Seller
Theлма Matchem
1419 Glenwood Avenue Apt. 2F
Griffith, Indiana 46319

Buyer
Jada Kennedy
436 West 43rd Avenue
Gary, Indiana 46409

Any party may change their respective address for purposes of giving notice under this Contract by giving notice to the other party of said change of address in a notice that complies with the notice provisions set forth herein.

17. Sales Commission- Buyer and Seller hereby mutually acknowledge that they have not entered into any broker or listing agreements concerning the sale of the Real Estate, and that no real estate commission is due any person or entity with regard to Buyers purchase under this Contract. In the event either Buyer or Seller has entered into any undisclosed broker or listing agreements, then the Seller shall hold the Buyer harmless from any such agreements entered into by Seller, and Buyer shall be responsible for payment of any real estate commission due to any person or entity with whom Buyer has contracted and shall hold Seller harmless therefrom.

18. Remedies Upon Default- If Buyer defaults in the performance of any of their obligations under this Contract, Seller may pursue any available legal or equitable remedy, including, but not limited to, the following remedies.

A. Termination- Seller shall have the right to declare this Contract forfeited and terminated, and upon such declaration, all rights, title and interest of Buyers in and to the Real Estate shall immediately cease and Buyers shall then be considered as tenants holding

over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to evict Buyers and all persons claiming under them. In the event of such termination, Seller shall have the right to retain all amounts received from Buyer under this Contract as Liquid damages. If Seller declares this Contract forfeited and terminated, then Buyers agrees to sign and deliver to Seller a Quit Claim Deed in recordable form that conveys to Seller any interest of Buyer in the Real Estate.

B. Litigation- Separately or in conjunction with their right under item A above, as Seller may elect, Seller shall have the right to file an action in a court of competent jurisdiction to recover from Buyer all or any of the following:

- (1) possession of the Real Estate;*
- (2) any installments due and unpaid at the time of the filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered.*
- (3) interest on the principal from the last date to which interest was paid until judgment or possession is recovered by Sellers, whichever occurs first;*
- (4) due and unpaid real estate taxes, assessments, charges, and penalties which Buyer is obligated to pay under this Contract and interest at the rate of eighteen percent (18%) per annum, compounded daily, on said amounts;*
- (5) premiums due and unpaid for insurance which Buyer is obligated to provide under this Contract and interest at the rate of twelve percent (12%) per annum, compounded daily, on said amounts,*
- (6) 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; and*
- (7) any other amounts which Buyers are obligated to pay under this Contract.*

If any payment due under this Contract remains unpaid for thirty days (30) after the due date, then Seller shall also have the right to elect to accelerate the entire Contract balance

and upon such an election the entire Contract balance shall be immediately due and payable. This right to accelerate the entire Contract balance is in addition to all other rights and remedies of Seller.

In any such litigation, Seller shall not be required to pursue the remedy of foreclosure, unless applicable law limits Sellers remedies to the remedy of foreclosure. In the event that Seller is required to pursue the remedy of foreclose, Buyer nevertheless waives any and all rights under applicable valuation and appraisal laws and any rights of redemption.

C. *Other Remedies-* *In additional to any other remedy under this Contract, Seller shall have other remedies as are available at law or in equity.*

The exercise or attempted exercise by Seller of any right or remedy available under this Contract shall not preclude Seller 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 to 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.

Furthermore, the failure or omission of Seller to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of their rights or remedies upon any subsequent default.

If Seller defaults in the performance of their obligations under this Agreement, Buyer may, in their sole discretion, sue the Seller for specific performance, or pursue any other available legal or equitable remedy.

In any litigation to enforce the covenants or terms of this Agreement, the prevailing party shall be entitled to recover from the other party, without relief from valuation and appraisal laws, all damages, including collection cost and attorney fees incurred in pursuing its remedies or defense against the other party.

Before pursuing any remedy for breach or default under this Contract, a party shall give the breaching and/or defaulting party written notice of said breach and/or default and the other party shall have fifteen (15) days within which to cure said breach and/or default, except for breaches and/or defaults for the failure to pay money, in which case only give five (5) days shall be allowed to cure the default. In all events, however, interest shall continue to accrue from the time that any payments were due regardless of the giving of any notice or the curing of any such matters.

19. Time- *Time is of the essence as to all time provisions set forth in this Contract.*

20. Governing Law- *The validity, construction, and interpretation of this Contract shall be governed by the laws of the State of Indiana.*

21. Interpretation- *The singular shall include the plural and the masculine or feminine gender shall include the other gender as well as the neuter gender in the interpretation of all provisions of this Contract, unless such an interpretation is clearly unreasonable.*

22. Binding Effect- *This Contract shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, and personal representative of Seller and Buyer.*

23. Recording- *This Contract, or any memorandum of this Contract, shall not be*

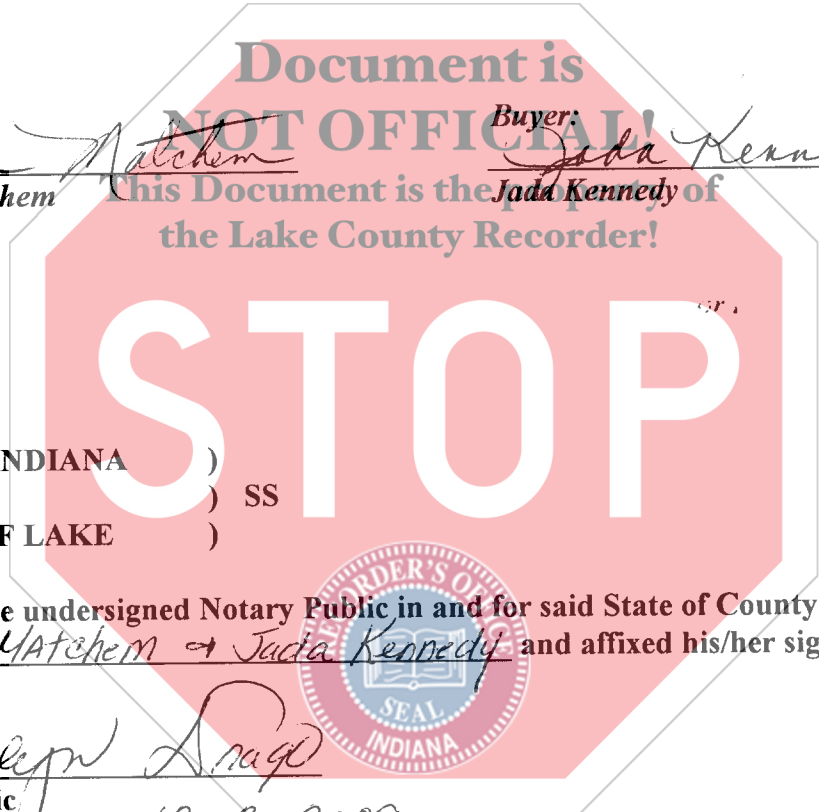
recorded without the prior written consent of Seller.

24. Integration- Seller and Buyer agree that this Contract sets forth the entire agreement of the parties, prior oral or written agreements notwithstanding, and hereby warrant to each other they are not relying upon any prior oral or written agreements.

25. Survival of Covenants- Any covenants, agreement or representation of the parties under this Contract shall survive the execution and delivery of any instrument of conveyance relative to the transfer of the Real Estate.

IN WITNESS WHEREOF, Seller and Buyer have entered into this Contract for Sale of Real Estate in Lake County, Indiana, on this 2 day of October, ~~2006~~²⁰⁰³.

Seller: Thelma Matchem Buyer: Jada Kennedy
Thelma Matchem Jada Kennedy of



STATE OF INDIANA)
) SS
COUNTY OF LAKE)

Before me the undersigned Notary Public in and for said State of County, appeared Thelma Matchem + Jada Kennedy and affixed his/her signature (s) hereto.

Jacquelyn Gray
Notary Public
Commission expires: 12-13-2009
Resident of Lake County

Amortization Schedule

Loan Principal = \$50,000.00
Payment Amount = \$500.00

Interest Rate = 0.0%

Loan Length = 100.0000 Months

<u>payment #</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Principal Balance</u>	<u>Total Interest</u>
1	\$500.00	\$0.00	\$49,500.00	\$0.00
2	\$500.00	\$0.00	\$49,000.00	\$0.00
3	\$500.00	\$0.00	\$48,500.00	\$0.00
4	\$500.00	\$0.00	\$48,000.00	\$0.00
5	\$500.00	\$0.00	\$47,500.00	\$0.00
6	\$500.00	\$0.00	\$47,000.00	\$0.00
7	\$500.00	\$0.00	\$46,500.00	\$0.00
8	\$500.00	\$0.00	\$46,000.00	\$0.00
9	\$500.00	\$0.00	\$45,500.00	\$0.00
10	\$500.00	\$0.00	\$45,000.00	\$0.00
11	\$500.00	\$0.00	\$44,500.00	\$0.00
12	\$500.00	\$0.00	\$44,000.00	\$0.00
13	\$500.00	\$0.00	\$43,500.00	\$0.00
14	\$500.00	\$0.00	\$43,000.00	\$0.00
15	\$500.00	\$0.00	\$42,500.00	\$0.00
16	\$500.00	\$0.00	\$42,000.00	\$0.00
17	\$500.00	\$0.00	\$41,500.00	\$0.00
18	\$500.00	\$0.00	\$41,000.00	\$0.00
19	\$41,000.00	\$0.00	\$0.00	\$0.00

www.ThorpeForms.com

