

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between JACK GROSS and SONDR A GROSS, Trustees U/T/A Dated October 16, 1981 (hereinafter called "Seller") and TARA COLBY AND PHILLIP JEFFERSON (hereinafter called "Buyer").

WITNESSETH:

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

The North 3 feet of Lot 44 and all of Lots 45 and 46, Block 2, Tuxedo Park Addition to the City of Gary. More commonly known as 4005 Martin Luther King Drive, Gary, Indiana, 46409 Key # 47-173-45

upon the following covenants, terms and conditions:

1. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of FORTY NINE THOUSAND Dollars (\$ 49,000 ) in the following manner:

(a) The sum of ONE THOUSAND Dollars (\$ 1,000 ) upon the execution and delivery of this Contract. The receipt of such sum is hereby acknowledged by Seller, leaving an unpaid balance of the purchase price in the sum of

FORTY EIGHT THOUSAND (\$ 48,000). That amount, as it is reduced by payments and expenses of Buyer properly credited under this Contract, and as it is increased by payments and expenses of Seller properly made and incurred under this Contract, is hereinafter called the Unpaid Purchase Price.

(b) The Unpaid Purchase Price shall bear interest at the rate of NINE per cent (9 %) per annum and will be computed monthly. Interest at such rate shall begin to accrue from the date of this Contract, or from the date payments made and costs and expenses incurred by Seller are added to the Unpaid Purchase Price pursuant to this Contract, as may be applicable.

(c) The Unpaid Purchase Price and interest on it shall be paid as follows: FORTY EIGHT THOUSAND Dollars (\$ 48,000 ) on OCTOBER 17th, 2004, and in monthly installments of

FIVE HUNDRED Dollars (\$ 500.00 ) beginning FEBRUARY 1st

Subsequent installments shall be paid on the same day of each month thereafter, until the Unpaid Purchase Price is paid in full and shall be in addition to monthly the amounts due for future tax and other expenses as provided in paragraph 3 below.

(d) Buyer shall have a grace period of ten (10) days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in a sum equal to TWENTY FIVE Dollars (\$ 25.00 ) shall accrue and be immediately due and payable.

(f) Payments shall be made to Seller at P.O. Box M-281, Gary, Indiana 46401 or at such other address as designated in writing.

2. 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 prepayments, 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 Unpaid Purchase Price.

3. Buyer agrees to assume and pay the taxes and penalties on the Real Estate beginning with the installment next due and payable hereafter 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 the date of this Contract. Buyer, upon written notice to Seller, and at Buyer's expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate. Buyer will pay monthly, in addition to the monthly principal and interest installments, a sum of ONE HUNDRED Dollars (\$ 100.00 ) for payment of real property taxes. Said amount may be increased, at the discretion of Seller, to account for any estimated increase in the amount of future real property taxes due and to include the cost of insurance premiums and other expenses which Seller may be required to pay on behalf of Buyer.

Buyer agrees to pay any assessments, charges or penalties upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Contract are assessed or charged to the Real Estate.

4. At all times during the period of this Contract, Buyer shall: (a) keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price, and (b) obtain standard liability insurance with coverages in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and (c) pay premiums on such insurance policies as they become due. In the event of fire or other damage loss to the premises, Buyer will give immediate notice by mail to Seller, and Seller may make proof of loss if not made promptly by Buyer, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Seller instead of to Buyer and Seller jointly, and the insurance proceeds, or any part thereof, may be applied by the Seller at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Notwithstanding anything herein to the contrary, if Seller has paid any premium for insurance on the Real Estate (whether or not Buyer has reimbursed Seller therefore) Seller will be liable to the Buyer, if at all, only up to and not exceeding the amount of the insurance proceeds received by Seller, after the Seller has been compensated from such proceeds for Seller's interest due to the loss, for payment of the interest of Buyer as Buyer's interest may appear whether or not such proceeds may fully compensate Buyer for Buyer's interest.

5. (a) If Buyer fails to perform any act or to make any payment required by this Article III, Seller 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 the Seller to perform any act or to make any payment required of Buyer under the terms of this Contract.

(b) The exercise of such right by Seller shall not constitute a release of any obligation of the Buyer under this Article III or a waiver of any remedy available under this Contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by the Buyer to perform any act or make any payment required by him under this Section 5.

(c) Payments made and all costs and expenses incurred by Seller in connection with the exercise of such right, shall be added to the Unpaid Purchase Price.

(d) In the event Seller makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the contract rate of interest provided herein.

6. Seller shall deliver the Real Estate to Buyer.

7. Seller covenants and agrees 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, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate subject to restrictions and easements of record as of a date on or before the date of this contract and all taxes and assessments which are Buyer's obligations.

8. Without Buyer's consent and without obligation to Buyer, Seller shall have the right to retain, obtain, renew, extend or restate any loans secured by mortgage(s) on the Real Estate.

9. Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller. No assignment or sale shall operate to relieve either party from liability hereon.

10. Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

11. Buyer assumes all risk and responsibility for injury or damage to person or property arising from Buyer's use and control of the Real Estate and any improvements thereon. Buyer shall hold Seller harmless from all damages, claims and will defend against the same.

12. Time is of the essence of this contract.

13. Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any 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 each constitute an Event of Default for purposes of this Contract:

(a) Failure by Buyer for a period of ten (10) days to pay any payment required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.

(b) Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by Seller, since this is a "no-lien allowed" contract.

(c) Causing or permitting by Buyer 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) Institution of insolvency proceedings against Buyer, or the adjustment, liquidation, extension, composition or arrangements of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or Buyer's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or administration by a receiver or similar officer of any of the Real Estate.

320 W. Lake St. - Gary, IN. 46403

2004 1004117  
2004 OCT 17  
FILED TO RECORD  
STATE OF INDIANA  
LAKE COUNTY  
NOV 29 2004  
STEPHEN STIGLICH  
LAKE COUNTY AUDITOR

Handwritten initials/signature

- (f) Desertion or abandonment by Buyer of any portion of the Real Estate.
- (g) Actual or threatened alteration, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by this Contract.
- (h) Failure by Buyer, for a period of thirty (30) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.

14. Upon the occurrence of an Event of Default, Seller shall elect his remedy as provided:  
 (a) Seller may declare this Contract 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 Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to eject Buyer and all persons claiming under him. Further, Seller shall have the right to institute legal action to have this Contract terminated and to recover from Buyer all or any of the following:

- (i) possession of Real Estate;
- (ii) any payment 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;
- (iii) interest on the Unpaid Purchase Price from the last date to which interest was paid until judgment or possession is recovered by Seller whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under Subsection 14 (ii) above;
- (iv) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract;
- (v) premiums due and unpaid for insurance which Buyer is obligated to provide under this Contract;
- (vi) 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;
- (vii) any other amounts which Buyer is obligated to pay under this Contract; or

(b) Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same. When all of such sums are paid to Seller, Seller shall convey or cause to be conveyed to Buyer, by Warranty Deed, the Real Estate subject to restrictions and easements of records as of the date of this Contract and all taxes and assessments which are Buyer's obligations.

(c) In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:  
 (i) Retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy under this Contract), as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.  
 (ii) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.

(iii) Enforce any right without relief from valuation and appraisal laws.  
 15. The Buyers herein acknowledge that they or their representatives have fully examined the Real Estate and the improvements thereon, prior to the execution hereof, and that said Buyers know the physical condition thereof in all respects and that same is acceptable to the Buyers "AS IS" and "AS SEEN" and said Buyers agree and acknowledge that no representations as to the physical condition or state of repair of the Real Estate in any respects, which have not been specifically expressed in this agreement. Buyer will keep and maintain the Real Estate in the same or better condition as when Buyer received possession and will comply with all applicable building codes.

16. (a) If Seller consists of more than one person, the persons signing this Contract as Seller shall be jointly and severally bound.  
 (b) Use of the masculine gender in this Contract shall comprehend, as appropriate, the feminine gender or the neuter gender as well.  
 (c) Seller is entitled to recover 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.

(d) 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.  
 (e) 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.

(f) 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.

17. The lead-based paint addendum executed this same date is incorporated herein and made a part hereof.  
 18. (Additional Provisions)



IN WITNESS WHEREOF, the Seller and Buyer have executed this Contract in duplicate on this 17th day of OCTOBER, 2004.

*[Signature]*  
 JACK GROSS, Trustee U/T/A Dated  
 October 16, 1981  
 SELLER

*[Signature]*  
 SONDRA GROSS, Trustee U/T/A Dated  
 October 16, 1981  
 SELLER

*[Signature]*  
 TARA COIBY BUYER

*[Signature]*  
 PHILLIP JEFFERSON BUYER