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CONTRACT SALE OF REAL ESTATE

This Agreement Witnesseth That Mike Kosco of Lake County, State of Indiana (SELLER), sells to Patrick McCarthy of Lake County, State of Indiana (BUYER), the following real estate in Lake County, Indiana, to wit:

Lot 5 in Block 1 in J.R. Brant's 45th Ave. Gardens, as per plat thereof, recorded in Plat Book 21, page 19, in the Office of Recorder of Lake County, Indiana.

And the Buyer agrees to pay the Seller at Gary, Indiana sum of the time and in the manner following:

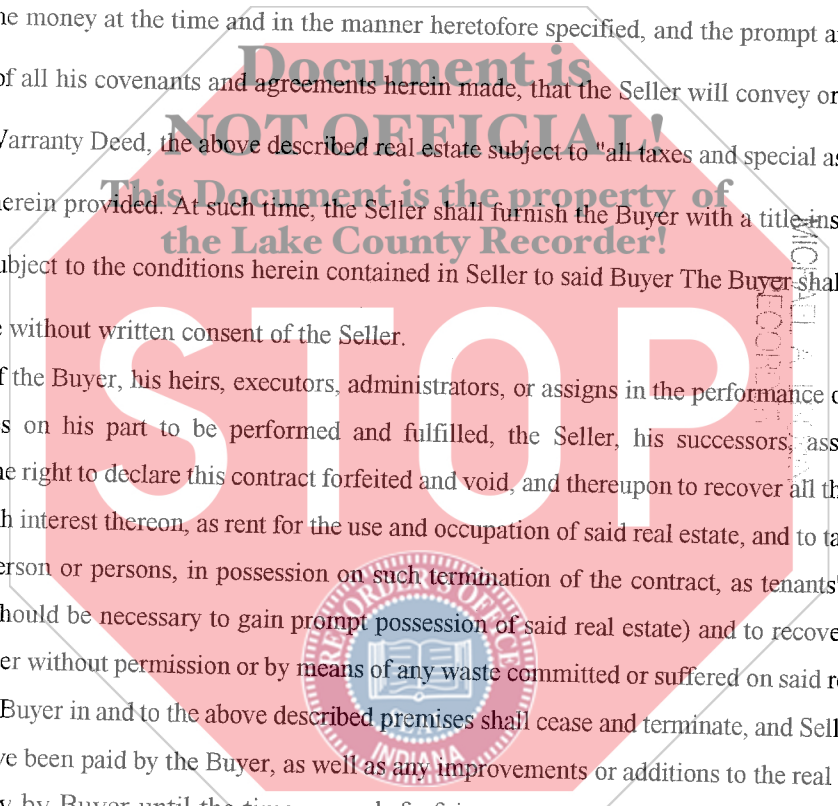
F.M. [Signature]
(\$15,000.00) at
(\$2,000.00) cash

at the time of making this Contract, the receipt of which is hereby acknowledged, and Two Hundred Dollars (\$200.00) on the Fifth day of each month, hereafter until the whole remaining purchase money shall be paid in full. It is agreed that the Buyer may pay the entire unpaid balance of the purchase price hereunder at any time. And the said Buyer further agrees to pay 2002 taxes payable 2003.

The Seller may not at any time during the life of this contract, mortgage or encumber the real estate for any amount. Buyer may mortgage at any time but must pay any remaining balance of contract in full. And the Seller further covenants and agrees with the Buyer, that upon the payment of the money at the time and in the manner heretofore specified, and the prompt and

performance by the Buyer of all his covenants and agreements herein made, that the Seller will convey or cause to be conveyed to the Buyer by Warranty Deed, the above described real estate subject to "all taxes and special assessments and to all the other conditions herein provided. At such time, the Seller shall furnish the Buyer with a title insurance policy showing marketable title, subject to the conditions herein contained in Seller to said Buyer The Buyer shall not assign or transfer this contract of sale without written consent of the Seller.

In the event of the default of the Buyer, his heirs, executors, administrators, or assigns in the performance of all or any of the covenants and promises on his part to be performed and fulfilled, the Seller, his successors, assigns, or legal representatives, shall have the right to declare this contract forfeited and void, and thereupon to recover all the installments due and unpaid, together with interest thereon, as rent for the use and occupation of said real estate, and to take possession thereof, and to regard the person or persons, in possession on such termination of the contract, as tenants' holding over without permission (if that should be necessary to gain prompt possession of said real estate) and to recover all damages sustained by such holding over without permission or by means of any waste committed or suffered on said real estate. and thereupon all interest of said Buyer in and to the above described premises shall cease and terminate, and Seller shall retain all the money which may have been paid by the Buyer, as well as any improvements or additions to the real estate, as rent for the use of said property by Buyer until the time or such forfeiture or to foreclose the interest of the Buyer with any damages Seller may suffer in the event more than fifteen percent (15 %) of the purchase price has been paid by the Buyer.



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STATE OF INDIANA
CLERK OF SUPERIOR COURT
OFFICE FOR RECORDS

FILED

JAN 10 2005

**STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR**

000427

Cash 12th ps

This date 12-24, 2004

Seller Signature *Michael F. Kosco*
Printed Name Michael F. Kosco

Buyer Signature *t. P. McCarthy*
Printed Name PATRICK MCCARTHY

Seller Signature

Buyer Signature

Printed Name

Printed Name

State of Indiana, County of LAKE, SS

Before me, a Notary Public in and for said County and State, personally appeared MICHAEL KOSCO and PATRICK MCCARTHY, respectively of LAKE COUNTY who acknowledged the execution of the foregoing Contract Sale of Real Estate..

Witness my hand and official seal this date 12-24-04

My commission expires 6-11-07

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, Notary Public

Signature *Cynthia L. Bailey*
County of Residence LAKE

(Printed) CYNTHIA L. BAILEY

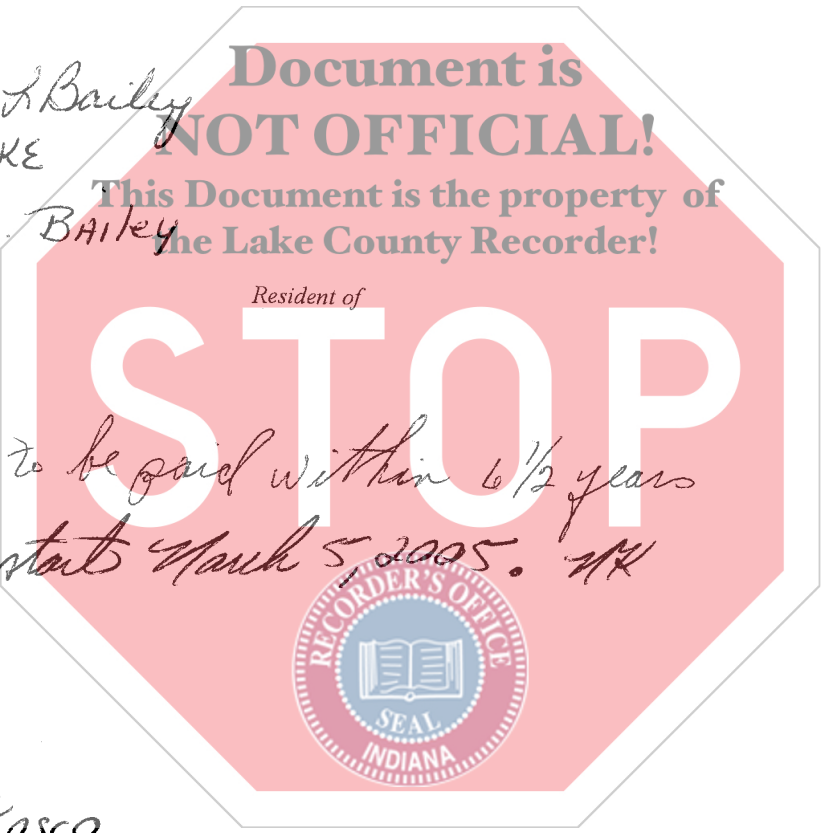
This instrument prepared by:

Resident of

County

Mail to:

*addendum - to be paid within 6 1/2 years
payments to start March 5, 2005. MK*



*Michael Kosco
6000 W. 45th Ave
Gary, In 46408*