

STATE OF INDIANA
LAKE COUNTY
CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE

2006 112043

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THIS CONTRACT, made and entered into by and between DOROTHY M. GURITZ, AS TRUSTEE UNDER WRITTEN TRUST AGREEMENT DATED APRIL 25TH, 1994 (hereinafter called "Seller") and CLINT JOHNSON and MICHELE JOHNSON, Husband and Wife (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 located on it) in CROWN POINT, INDIANA (such real estate, including improvements, being hereafter called the real estate) Commonly know as 14800 to 14900 Iowa Street, Crown Point, Indiana 46307

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA EXCEPTING THEREFROM THE SOUTH 325.00 FEET OF THE WEST 268.06 FEET THEREOF. 5-41-1 (4)

FILED

upon the following covenants, terms and conditions:

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DEC 20 2006

I
THE PURCHASE PRICE AND MANNER OF PAYMENT

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

1. The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Two Hundred Thousand Dollars (\$200,000.00).

2. The Manner of Payment. The purchase price shall be paid in the following manner:

(a) The sum of Fifteen Thousand Dollars (\$15,000.00) shall be paid upon execution and delivery of this Contract.

(b) The sum of One Thousand Dollars (\$1,200.00) in principal and interest, shall be paid monthly, beginning January 1, 2007, and on the same date of each month thereafter, until the December 1, 2009 payment, after which the unpaid purchase price with accrued

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interest shall be paid in full.

(c) The unpaid balance of the purchase price shall bear interest at the rate of five percent (5%) per annum.

(d) All payments due hereunder shall be made to Dorothy Guritz,
140 Navajo Trail, Lowell, Indiana, or at such other place as Seller shall designate in writing.

(e) Buyer shall have a ten (10) day grace period 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 the sum of Fifty Dollars (\$50.00) shall accrue and be immediately due and payable.

(f) Each installment received by Seller shall be applied:

- (i) First to a accrued late charge;
- (ii) To interest accrued to the due date of such installment;
- (iii) To the reduction of unpaid purchase price.

Interest shall be computed monthly.

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
TAXES, ASSESSMENTS AND INSURANCE

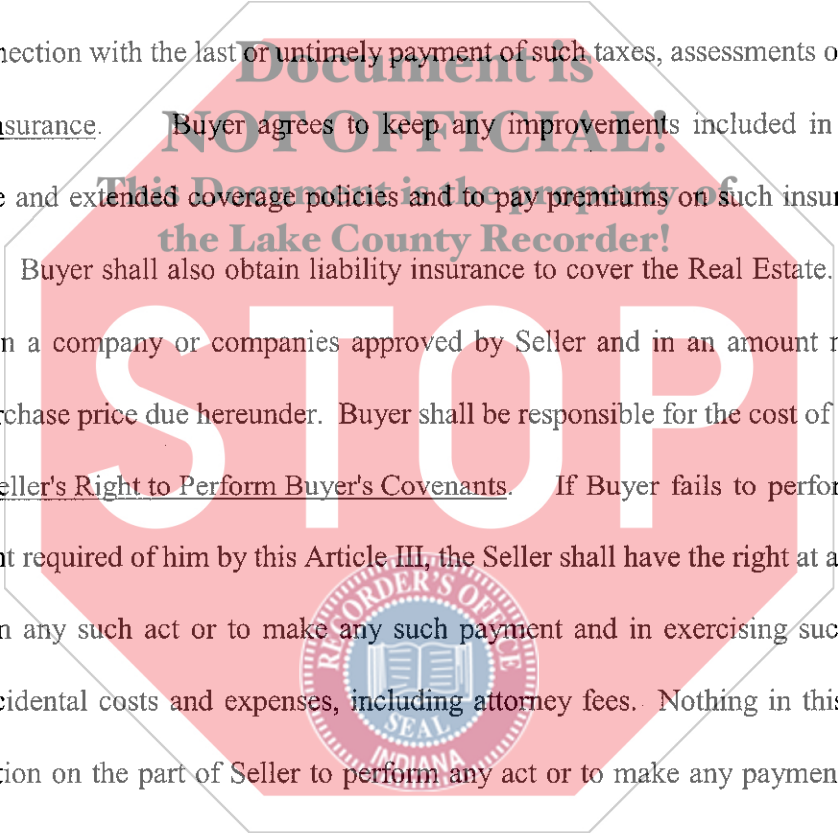
1. Taxes. Buyer agrees to assume and pay the taxes on the Real Estate as of the date of possession. The 2006 taxes payable in 2007 through the date of possession by Seller shall be the responsibility of Buyer. All taxes shall then be the responsibility of the Buyer thereafter. For any taxes that are the responsibility of Buyer, Seller shall present the tax statement to Buyer and Buyer shall pay Seller the amount owed in taxes within ten (10) days of receipt of the tax statement.

2. Assessments. Buyer shall be responsible to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which accrue after the date of the possession by Buyer.

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.

4. Insurance. Buyer agrees to keep any improvements included in the Real Estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Buyer shall also obtain liability insurance to cover the Real Estate. Such insurance shall be carried in a company or companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Buyer shall be responsible for the cost of all insurance.

5. Seller's 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 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 Seller to perform any act or to make any payment required of the Buyer. The exercise of the right by Seller shall not constitute a release of any obligation of the Buyer



under this Article III or a waiver of any remedy given Seller 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 Buyer to perform any act or to make any payment required by him under Article III.

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

- (a) be payable to Seller 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 ten percent (10%) per annum from the respective dates of making payment or incurring costs and expenses.

IV
REPRESENTATIONS

The Buyer certifies that he has seen and examined the real estate and improvements if any thereon and agrees that he is purchasing the same in the condition in which it now exists. This agreement constitutes the entire contract between the parties hereto, and the Seller is 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 Seller, or by the Seller, unless such warranties, guaranties, promises, statements, representations, or information are expressly and specifically set forth herein.

V
CONVEYANCE OF TITLE

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.

Seller is aware that Buyer will be subdividing a portion of the property. It is agreed that seller will convey each lot upon receipt of a partial payment made to the seller by the buyer.

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VI
ASSIGNMENT OF CONTRACT

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

VII
**USE OF THE REAL ESTATE BY BUYER,
SELLER'S 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. 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 Seller's 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 Seller, Buyer shall deliver the Real Estate to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted. Buyer may build an improvement or improvements on the land prior to completion of the Contract.
2. Seller's Right of Inspection. Seller 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.

VIII
SELLER'S RIGHT TO TRANSFER REAL ESTATE

It is further expressly understood and agreed that the said Seller 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 Seller 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 Seller of any of the terms, covenants and conditions contained herein to be complied with by said Seller. Notice of said transfer shall be given immediately in writing to the Buyer by said Seller.

IX

BUYER'S DEFAULT

1. Time. Time is of the essence of this Contract.
2. Buyer's Default. 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.
3. Event of Default. The following shall each constitute an Event of Default for purposes of this Contract:
 - (a) Failure by Buyer for a period of fifteen (15) days to pay any payments 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 this 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 or composition or arrangement 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.

(f) Desertion or abandonment by Buyer of any portion of the Real Estate.

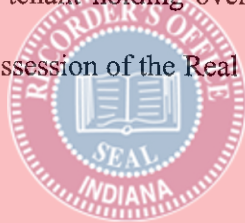
(g) Actual or threatened alteration, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by this Contract.

(f) 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.

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SELLER'S REMEDIES ON BUYER'S DEFAULT
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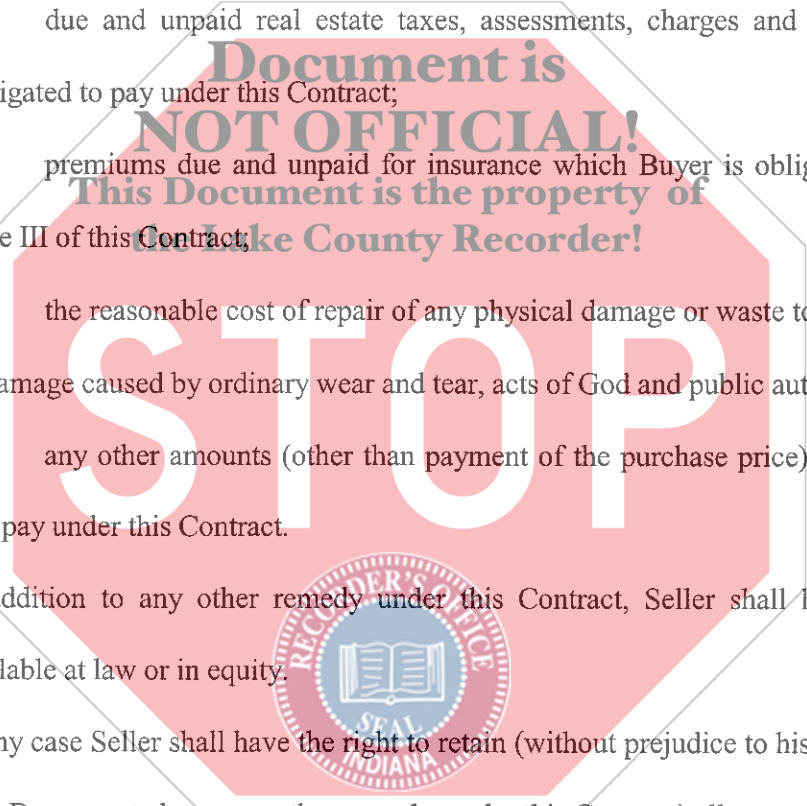
If Buyer fails, neglects or refuses to make any payment under this Contract when due or to perform any of Buyer's covenants, terms and conditions when and as required under this Contract:

(1) Seller 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 Seller 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 Seller may elect, Seller 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 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 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, Seller shall have such other remedies as are available at law or in equity.
- (4) In any case Seller 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 Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations, in each case made or received under this Contract.

(5) Seller 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 Seller, 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 Seller 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 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 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 Seller 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 Seller 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 Seller 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 Seller's remedy shall be that of foreclosure in the same manner that Real Estate Mortgages are foreclosed under Indiana law and Seller may not avail himself of the remedies set forth above, Seller then may declare all of the sums secured by this Contract to be immediately due and payable, and Seller 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 Twenty Thousand Dollars (\$20,000.00) 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 Seller shall pursue any of his rights or remedies under this Article IX, he 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

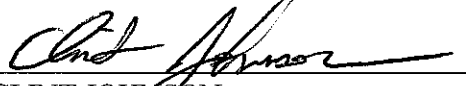
to be notified at his last known address and deposited in a United States Post Office mail box postage prepaid.

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 ten percent (10%) per annum.

Buyer shall pay for a staked survey and provide a copy of the survey to Seller.

IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this 18 day of December, 2006.

BUYER:


CLINT JOHNSON


MICHELE JOHNSON

SELLER:


DOROTHY GURITZ, as Trustee



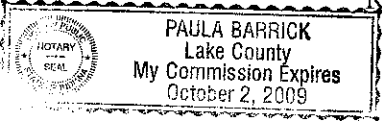
STATE OF INDIANA)
)
COUNTY OF LAKE) SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, by Dorothy Guritz, as Trustee this 18 day of December, 2006

Paula Barrick

Paula Barrick Notary Public
Resident of Lake County

My Commission Expires: 10-02-09



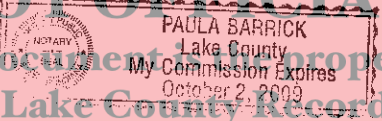
STATE OF INDIANA)
)
COUNTY OF LAKE) SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, by Clint Johnson and Michele Johnson this 10 day of December, 2006

Paula Barrick

Paula Barrick Notary Public
Resident of Lake County

My Commission Expires: 10-2-09



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"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Chris Burk

Prepared by Dorothy Guritz

