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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 DEC 11 PM 4:10

MICHAEL ALBROW  
RECORDER

# Real Estate Contract <sup>2007 097028</sup>

THIS AGREEMENT Made between **Devine Family Trust, Billie Devine, Trustee**, party of the first part, and **Daniel J. Devine**, party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the money to be paid, and the covenants as herewith expressed to be performed and fulfilled by the party of the second part (the payment of said money and the prompt performance of said covenants being a condition precedent, and time of the essence of said condition) hereby agree, upon such payments and performance of covenants, to sell to the said party of the second part the real estate hereinafter described, situated in **LAKE COUNTY**, in the state of Indiana, and described as follows, to wit:

**LOTS 6 to 9, both inclusive, Block 17, Plat "I" The Shades in Cedar Lake, as shown in Plat Book 12, page 3, in Lake County, Indiana**

**FILED**

**Key Numbers:**

- 31-25-0274-0006
- 31-25-0274-0007
- 31-25-0274-0008
- 31-25-0274-0009

**14706 Reeder Road, Crown Point, IN. 46307**

Document is

DEC 11 2007

NOT OFFICIAL

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

This Document is the property of  
the Lake County Recorder!

And the said party of the second part, in consideration thereof, hereby agrees to pay to the said party of the first part at **6324 West 147<sup>th</sup> Avenue, Crown Point, Indiana, 46307** the sum of **Sixty Thousand and 00/100 DOLLARS (\$60,000.00)** in the time and in the manner following, to wit:

**Five Thousand and 00/100 DOLLARS (\$5,000.00)** cash at the time of making this contract, receipt of which is hereby acknowledged, and the sum of **Three Hundred and 00/100 DOLLARS (\$300.00)** on the **1<sup>st</sup>** day of each month, hereafter until the whole remaining purchase money shall be paid in full. Without any relief whatever from valuation or appraisal laws, with attorneys' fees and interest at the rate of **0** percent per annum on the amount of principal remaining until the **1<sup>st</sup> day of November, 2009** and **5** percent per annum thereafter. The amount of said interest, however, shall be deducted from the amount of said payments, unless herein otherwise provided, and the balance of said payments shall be applied to the reduction of said unpaid balance. It being agreed and understood that any acceptance by first party of payments after the same mature hereunder shall not operate as an extension of time for other payments hereunder, and shall in no manner alter the strict terms hereof. It is agreed that second party may pay the entire unpaid balance of the purchase price hereunder at any time.

And the said party of the second part further agrees that he will faithfully keep an insurance on the said property in the name of said first party, in some company to be approved by said first party, indorsed, loss, if any payable to the first and second parties as their interest may appear, in the sum of at least **\$60,000** fire and wind insurance, and in due season, pay all taxes and assessments for all purposes and

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of all kinds whatsoever, levied and assessed upon said real estate of upon this contract, which became a lien after the signing of this contract, and which may thereafter become due, including penalties and interest; and in the case the said party of the second part shall fail to keep and pay for such insurance, to pay any or all of said taxes and assessments whenever and as soon as the same shall become due and payable, and the said party of the first part shall at any time provide, pay, or cause the same to be paid, the amount so paid by the party of the first part, including all penalties allowed and charged by law in addition to such insurance premiums, taxes, and assessments, shall with 8 percent interest thereon become an additional consideration to be paid by the party of the second part for the real estate hereby agreed to be sold.

The party of the second part does hereby irrevocably consent that party of the first part may at any time during the life of this contract, mortgage and encumber the real estate for an amount not to exceed the balance due hereunder at the time of making such mortgage. Whenever the unpaid balance due on this contract is reduced so that it is possible so to do, the Second Party agrees to borrow a sufficient sum of money to pay in full to the First Party said unpaid balance, including interest at the rate aforesaid, then unpaid, on this contract, at the time of procuring and receiving such loan.

And the said party of the first part further covenants and agrees with the party of the second part, that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the said party of the second part of all his covenants and agreements herein made, that they, the said party of the first part, will convey of cause to be conveyed to the said party of the second part, 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, said first party shall furnish said second party with a merchantable abstract showing marketable title, subject to the conditions herein contained, in said first party, or in the party making conveyance to said second party.

The First Party shall have the right, at any time, to enter upon and in said premises for the purpose of inspecting the same.

The Second Party shall not assign or transfer this contract of sale.

Provided always that these presents are upon the condition that in case of the failure of the said party of the second part, his heirs, executors, administrators or assigns in the performance of all or either of the covenants and promises on his part to be performed and fulfilled, the said party of the first part, their 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 holding over without permission or by any means of any waste committed or suffered on said real estate, and thereupon all interest of said second party in and to the above described premises shall cease and terminate, and said first party shall retain all the money which may have been paid by second party, as well as any improvements or additions to the real estate, as rent for the use of said property by said second party until the time of such forfeiture.

This instrument contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this contract shall be

valid or binding; this contract may not be enlarge, modified or altered except in writing signed by both parties and endorsed on this agreement.

IN WITNESS WHEREOF, the said parties have executed this agreement made this 1st day of December, 2007.

Billie Devine, Trustee  
Signature of First Party

Daniel J. Devine  
Signature of Second Party

**Billie Devine** TRUSTEE  
Print First Party

**Daniel J. Devine**  
Print Second Party

**6324 W. 147<sup>th</sup> Ave.**  
Street Address of First Party

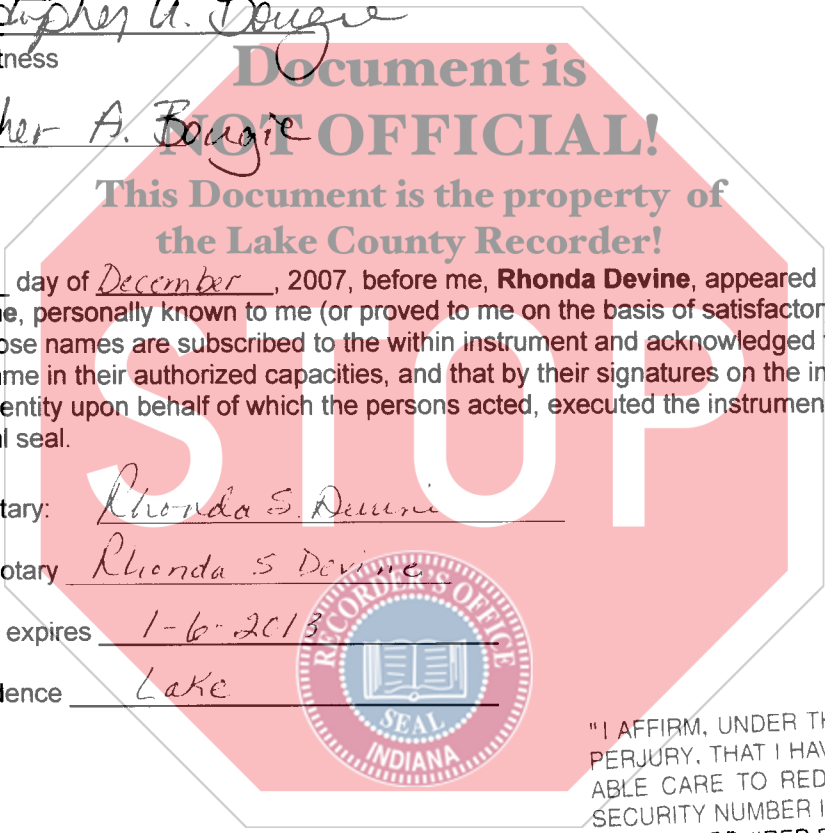
**6200 W. 147<sup>th</sup> Ave.**  
Street Address of Second Party

**Crown Point, IN. 46307**  
City/State/Zip

**Crown Point, IN. 46307**  
City/State/Zip

Christopher A. Bougie  
Signature of Witness

Christopher A. Bougie  
Print Witness



On this 1<sup>st</sup> day of December, 2007, before me, **Rhonda Devine**, appeared **Billie Devine** and **Daniel J. Devine**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument. WITNESS my hand and official seal.

Signature of Notary: Rhonda S. Devine

Print name of Notary Rhonda S. Devine

My commission expires 1-6-2013

County of Residence Lake

"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."  
PREPARED BY: Daniel J. Devine