(d) In the event Seller makes any such payments of incurs any such contract and state 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 Dontract and the payment of all his covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above less that upon the payment of moved as of a date on or before the date of this contract and all taxes and assessments which are Buyer's obligations. Without Buyer's consent and without obligation to Buyer, Seller shall have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage(s) on the Real Estate.

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.

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.

Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this 13. 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 the 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.

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(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 the 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. (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 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 Selier whichever shall occur first; provided, however, that this shall not be construed as allowing Selier 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) promiums 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 Selfer, Selfer 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 appraisement laws.

- 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.
  - (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 ornission 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.

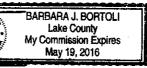
12. Should buyers be unable to pay the balloon pay off of this contract on or before October 1st 2008 buyers & seller must execute a new contract prior to October 1st 2008 or buyer must immediately vacate the premises and be subject to all the default terms of this contract.

18. Home Warranty to be furnished by seller.

19. Home owners insurance will be paid for by seller until completion of this contract. Buyer will notify insurance company of contract purchase to occupancy a mortgage or refinance, pool liner to be changed by seller.

LASTICAL UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASON-ABLE CARE TO REDACT EACH SOCIAL SECURITY NEW BER IN THIS DOCUMENT, UNLESS REQUIRED BY CAM. PREPARED BY:

IN WITNESS WHEREOF, the Seller and Buyer have executed this Contract in duplicate on this



BARBARA J. BORTOLI, NOTARY