

SEND TAX BILLS TO: **TERRENCE D. PARIS**  
6727 NEBRASKA, HAMMOND, IN 46323  
**INSTALLMENT LAND CONTRACT**

PROPERTY NO.:  
45-07-08-251-017.000-023  
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THIS AGREEMENT, made and entered into by and between **TERRENCE D. PARIS**, hereinafter referred to as "Seller", and **ROBERT MAXWELL**, hereinafter referred to as "Buyer".

WITNESSETH:

That the parties agree as follows:

Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, the following described real estate located in Lake County, Indiana, hereinafter referred to as the "Real Estate":

**Lot Thirty-two (32), Block One (1), Forsythe Highland's Addition to the City of Hammond, Indiana, as recorded in the Lake County Recorder's Office.**

and

**Lot No. Thirty-three (33), in Block No. One (1), as marked and laid down on the recorded plat of Forsythe Highland's Addition to the City of Hammond, Lake County, Indiana, being a subdivision of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section Eight (8) Township Thirty-six (36) North, Range Nine (9) West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, as the same appears of record in Plat Book 17, page 25, in the Recorder's Office of Lake County, Indiana, together with all improvements, fixtures and appurtenances thereunto belonging.**

upon the following covenants, terms, and conditions:

I. **PURCHASE PRICE AND MANNER OF PAYMENT.**

- A. **Purchase Price.** The purchase price for the real estate shall be in the sum of Sixty-Five Thousand Dollars (\$65,000.00) without relief from valuation or appraisal laws and with attorney's fees if collection of the balance due hereunder is referred to an attorney after default.

**FILED**

SEP 25 2009

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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MICHAEL A. BROWN  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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

1. The purchase price of Sixty-Five Thousand Dollars (\$65,000.00), together with interest at the rate of five percent (5%) per annum computed upon the unpaid balance shall be paid at the rate of Five Hundred Fourteen and Two Cents (\$514.02) per month commencing on the 15<sup>th</sup> day of August, 2009, and a like sum on the 15<sup>th</sup> day of each and every month thereafter for a period of fifteen (15) years. That upon the expiration of fifteen (15) years, the Buyer shall be compelled to pay Seller the principal balance remaining together with any unpaid interest accrued thereon in a lump sum payment. The Buyer shall have the privilege of paying at any time any sum or sums in addition to the monthly payments herein required without penalty.
2. The Buyer shall have the option, after a two (2) year period from the execution of this Installment Land Contract, of obtaining a mortgage loan for the payment of the contract purchase price together with any unpaid interest accrued thereon.
3. All payments due hereunder shall be made to Seller at 6727 Nebraska Avenue, Hammond, IN 46323 or to such other person at such other place as Seller may designate in writing.

**II. TAXES AND INSURANCE.**

- A. **Taxes.** Buyer shall pay a pro rated portion of the real estate taxes due for 2009 payable 2010, and all installments for all tax years during the remainder of the term of this contract.
- B. **Assessments.** Buyer shall pay all assessments for municipal or other public improvements becoming a lien after the date of closing and the execution of the contract herein.
- C. **Insurance.** Buyer shall keep the improvements on said real estate insurance under fire and extended coverage policies and pay the premiums on such insurance policies as they become due. Such insurance shall be obtained from companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder, or to the full extent of its insurable value, if that is less. Such policy or policies shall be issued in the names of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this agreement. Seller shall be named as an additional insured with regards to all policy or policies of insurance on the real estate. The insuring company or companies shall be given notice by the Buyer that in the event of cancellation for whatever reason, the Seller shall be given notice as well as the Buyer.
- D. **Payment by Seller.** Upon failure of Buyer to pay taxes, assessments, or to provide insurance as hereby required, Seller without further notice, may pay such taxes or assessments or provide such insurance and add the

cost thereof to the next regular monthly installment due hereunder. However, said act or acts by the Seller shall be within the sole discretion of the Seller in that the Seller has no contractual obligation to undertake the same.

**III. POSSESSION.**

Buyer shall have full and complete possession of the real estate at the time of the closing of this transaction. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this agreement and performs all the covenants made in this agreement.

**IV. EVIDENCE OF TITLE.**

Seller shall be required to furnish Buyer with satisfactory evidence of title to the real estate in the amount of the purchase price upon payment in full of the contract. Upon the discovery of any defects or clouds upon the Seller's title, the Seller shall have a reasonable time in which to cure the same. At the time of the payment in full of the contract purchase price, Buyer shall be obligated for the payment of the later date policy.

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 covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by general warranty deed, the above described real estate, subject to restrictions and easements of record as of the date of this contract and all taxes and assessments which are Buyer's obligation.

**V. MECHANIC'S LIENS.**

Buyer shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the real estate or any part thereof nor against any interest or estate therein by reason of labor, services, or materials claim to have been performed or furnished to or for Buyer. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Seller may, at his option, compel the prosecution of any action for the foreclosure of such Mechanic's Lien by the Lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Buyer, upon demand by Seller, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration, or repairing of the real estate; nor as giving Buyer the right or authority to contract for, authorize, or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid Mechanic's Lien.

**VI. INDEMNIFICATION AND RELEASE.**

Regardless of whether or not separate, several, joint, or concurrent liability may be imposed upon Seller, Buyer shall indemnify and hold harmless Seller from and against all damages, claims, and liability arising from or connected with Buyer's control or use of the real estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include

any matter for which the Seller is effectively protected against by insurance. If Seller shall, without fault, become a party to litigation commenced by or against Buyer, then Buyer shall indemnify and hold harmless the Seller. The indemnification provided by this section shall include Seller's legal costs and fees in connection with any such claim, action, or proceeding. Buyer does hereby release Seller from all liability for any accident, damage, or injury caused to person or property on or about the real estate, whether due to negligence on the part of Seller and notwithstanding whether such acts or omissions be active or passive. Seller and Buyer do each hereby release the other from all liability for any accident, damage, or injury caused to person or property, provided this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

**VII. USE OF THE REAL ESTATE BY BUYER; SELLER'S RIGHT OF INSPECTION; BUYER'S RESPONSIBILITY FOR ACCIDENTS.**

- A. **Use.** Buyer shall use the real estate and the improvements thereon carefully and shall keep the same in good repair at his expense. Buyer shall not commit waste on the real estate. In his occupancy of the real estate, Buyer shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.
- B. **Seller's Right of Inspection.** Until the purchase price is paid in full, Seller may enter and inspect the real estate and the improvements thereon

at any reasonable time. Seller shall provide Buyer with twenty-four (24) hour notice of inspection of the real estate and its improvements.

C. **Buyer's Responsibility for Accidents.** Buyer hereby assumes all risk and responsibility for accidents, injury, or damage to person or property arising from his use and control of the real estate and the improvements thereon. Buyer shall insure such risk by carrying liability insurance in an amount satisfactory to the Seller, insuring the Seller's liability as well as the Buyer's.

**VIII. SELLER'S REMEDIES ON BUYER'S DEFAULT.**

Time shall be of the essence of this agreement. If Buyer fails to pay any installment of the purchase price or interest thereon, or any installment of taxes on the real estate, or assessment for a public improvement, or any premium of insurance, as the same becomes due, and if such failure continues for a period of thirty (30) days after written notice identifying this default is given to Buyer, or if Buyer fails to perform or observe any other condition or term of this agreement and such default continues for a period of thirty (30) days after written notice identifying such default is given to Buyer, Seller may, at his option:

A. Cancel this agreement and take possession of the real estate, and remove Buyer therefrom, or those holding or claiming under him, without any demand to the extent permitted by applicable law in the event the Buyer has paid less than 20% of the total purchase price or the amount of \$13,000.00 of the principal portion of the same.

B. Declare the entire unpaid balance due and payable immediately, and in such event, Seller may pursue whatever remedies, legal or equitable, are available to collect the entire unpaid balance of the purchase price.

C. Exercise any other remedies available at law or in equity.

The remedies herein provided shall be cumulative and not exclusive. Failure of Seller to exercise any remedy at any time shall not operate as a waiver of the right of Seller to exercise any remedy for the same or any subsequent default at any time thereafter. In the event of Seller's cancellation after default by Buyer, all rights and demands of Buyer under this contract and in and to the real estate shall cease and terminate and Buyer shall have no further right, title or interest, legal or equitable, in or to the real estate and Seller shall have the right to recover damages for unlawful detention of the real estate after default for any failure to pay taxes or insurance, for failure to maintain the real estate at any time, for waste committed thereon, or for any other damages suffered by Seller, including reasonable attorney's fees incurred by Seller in enforcing any right hereunder or in removing any encumbrance on the real estate made or suffered by Buyer.

**IX. COVENANTS OF SELLER.**

Upon payment by Buyer of all amounts due hereunder in full and performance by Buyer of all covenants and conditions, Seller shall convey the real estate to Buyer by general warranty deed, subject, however, to all conditions, easements, highways, rights-of-way, restrictions, and limitations now of record; rights of persons in possession; the lien of all unpaid taxes and assessments for public improvements and other encumbrances which, by the terms of this



agreement, are to be paid or assumed by Buyer or which are made or suffered by Buyer; and the provisions of applicable zoning laws. Such conveyance shall be free and clear of all materialman's, workman's, and other like liens on the premises, excepting those liens mentioned above.

**X. GENERAL AGREEMENT 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 and deposited in a United States Post Office mail box postage prepaid and directed to the person to be notified at his last known address.

The current address of the Buyer is 2019 Martha St., Hammond, IN 46323.

The current address of the Seller is 6727 Nebraska Ave., Hammond, IN 46323.

Such addresses may be changed by either party by written advice as to the new address delivered as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not be unreasonably withheld.

Buyer acknowledges that he is purchasing the real estate from the Seller in its present "as is" condition and that no representations, warranties, or guarantees have been made by the Seller to the Buyer as to its fitness for the purpose

intended other than those representations, warranties, or guarantees made herein, if any.

Buyer further acknowledges that he is solely responsible for the upkeep and maintenance of said real estate and for any and all costs incurred in the upkeep and maintenance of said real estate, and Buyer agrees to maintain the premises in its present condition, normal wear and tear excepted.

IN WITNESS WHEREOF, the parties have affixed their hands and seals, this 4TH day of AUGUST, 2009.

Terrance D. Paris  
TERRANCE D. PARIS

Robert K Maxwell Jr  
ROBERT MAXWELL

*TDP*

"Seller"

"Buyer"

STATE OF INDIANA )

COUNTY OF )

LAKE

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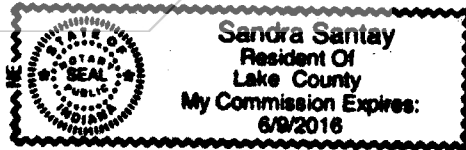
**This Document is the property of the Lake County Recorder!**

Before me, a Notary Public, in and for said County and State, personally appeared the "Seller" TERRANCE D. PARIS who acknowledged the execution of the foregoing instrument to be his FREE and voluntary act and deed for the purpose therein set forth.

Dated this 4TH day of AUGUST, 2009.



Sandra Santay  
, Notary Public



STATE OF INDIANA        )  
  )SS:  
COUNTY OF LAKE        )

Before me, a Notary Public, in and for said County and State, personally appeared the "Buyer" ROBERT MAXWELL who acknowledged the execution of the foregoing instrument to be his free and voluntary act and deed for the purpose therein set forth.

Dated this 4th day of AUGUST, 2009.

Sandra Santay  
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, Notary Public

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~~THIS INSTRUMENT PREPARED BY:~~ RONALD OSTOJIC  
~~the Lake County Recorder~~ OSTOJIC & OSTOJIC  
6287 Central Avenue  
Portage, IN 46368  
PH: (219) 764-0042

Sandra Santay  
Resident Of  
Lake County  
My Commission Expires:  
6/9/2016

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.

Janice Williams  
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