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### CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT, made and entered by and between NWI Land Holdings, LLC, (herein called the "Seller") and Patricia G. Lear & William R. Lear as Mother & Son (herein called the "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 hereafter located on it) in Lake County, Indiana (such real estate, including improvements) being hereinafter called the "real estate":

Lot 43, Block 1, Gostlin Addition to the City of Hammond, as shown in Plat Book 1, page 103, in Lake County, Indiana.

Commonly Known as: 537 Gostlin Street, Hammond, IN 46320  
Old Parcel #: 26-33-0171-0039  
New Parcel #: 45-02-25-258-031.000-023

**FILED**  
14  
SEP 14 2010

PEGGY HOLINGA KATONA  
CLERK OF COURT  
AUDITOR  
09/14/10

1. **Purchase Price.** As the purchase price for the real estate, Buyer agrees to pay Seller and Seller agrees to accept from Buyer the sum of Twenty Five Thousand Dollars and 00/100 (\$25,000) without relief from valuation or appraisal laws and with attorney fees.

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

- (a) Down payment of Two Thousand Dollars and 00/100 (\$2000) at the signing of this Contract.
- (b) A credit of Three Thousand Dollars and 00/100 (\$3000) toward improvements to the property to meet the City of Hammond code enforcement inspections requirements.
- (c) The remaining balance of Twenty Thousand Dollars (\$20000) shall be paid monthly on installments of The sum of Four Hundred Dollars & 00/100 (\$400.00), beginning October 1st, 2010 and on the same date of each month thereafter until October 1<sup>st</sup>, 2033 at which time the balance is due in its' entirety. (From the \$400 listed above, \$122.08 goes to the mortgage payment, \$78 goes to the house insurance and \$200 to the real estate taxes & the house insurance and the real estate taxes amount would be adjusted annually... See the attached amortization schedule calculator)
- (d) The unpaid balance of the purchase price shall bear interest at a rate of 5% per annum.
- (d) All payments due hereunder shall be made to: NWI Land Holdings, LLC @ P.O. Box 1591, Highland, IN 46322 or at such other place as Seller shall designate in writing.

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STATE OF INDIANA  
LAKE COUNTY

3. **Prepayment of Purchase Price.** Buyer shall have the privilege of paying, at any time, any sum or sums in addition to the monthly scheduled payments herein required.

(a) **Taxes.** Buyer agrees to assume and to reimburse Seller monthly as listed above for any and all real estate taxes to be paid at a later date. The buyer is responsible for the taxes accruing and due or payable and any special assessments assessed from 09/1/10. Seller, upon receipt of the real estate property tax statements and assessments shall submit to the same Buyer within thirty (30) days of receipt. If Buyer fails to remit payment for real estate taxes due to Seller within the aforementioned time, Seller may pay

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the real estate taxes due and shall add the amount of taxes to the contract price of the real estate herein with an interest rate of fifteen (15) percent on the portion of the contract representing the unpaid real estate taxes. Said interest to be Computed from the date on which the taxes were due to the Lake County Taxing authorities.

(b) **Insurance.** Buyer agrees to insure and keep insured the improvements included in the real estate against loss by fire and/or other casualty in an amount of not less than Twenty-Five Thousand Dollars (\$25,000) during the life of this contract. The policy shall be in the name of Seller as the owner of said real estate with a clause in said policy that the Buyer has a contract interest therein. At its' option, the Seller may purchase all policies of insurance required and keep the same in force under the terms of this paragraph for and on behalf of Buyer and submit the bill to the Buyer for premiums paid. In such event the Buyer shall remit to Seller or its agent within thirty (30) days of receipt of said billing all sums paid by Seller for said insurance premiums. Upon the failure or refusal of the Buyer to pay the obligation for insurance, Seller shall add the amount of insurance premiums to the contract price of the real estate herein with interest at the rate of fifteen (15) percent per annum on that portion of the contract representing unpaid insurance premiums. Said interest to be computed from the date on which said insurance premiums are paid.

#### **4. Use of Real Estate.**

(a) Buyer shall use the real estate and improvements thereon as a single family dwelling and shall in said use comply with all laws, ordinances, and regulations of the United States of America, the State of Indiana, the County of Lake and the City of Hammond.

(b) Buyer further agrees to keep and maintain the property and improvements in a good state of repair at his own expense and commit no waste thereon. The Buyer may make structural changes or alterations to the property or improvements with the written consent of the Seller, and if such consent is given, Buyer agrees to pay promptly in cash for all labor and/or materials utilized, and in no event shall Buyer permit any lien on the real estate for labor or materials. In the event the Buyer does cause a lien of any type to be created to attach to the real estate, which lien is not discharged by them within fifteen (15) days of lien being placed, this contract shall be in default, and, in addition, the Seller shall have a personal action against the Buyer in the amount of the lien created plus attorney's fees and other costs incurred in the removal thereof.

(c) The Seller shall have the right, at any reasonable time, to enter upon and in such premises for the purpose of inspecting the same. The Buyer shall not remove any improvements of any kind or character without Seller's written consent. In the event of a re-entry by the Seller and repossession, the Buyer agrees to deliver the real estate and the improvements thereon to the Seller in as good a condition as they are at the time of contract.

(d) Buyer hereby acknowledged receipt of the inspection report from the City of Hammond and agrees to be responsible to comply with all requirements as outlined in said inspection report and further agrees to be financially responsible to the City of Hammond for failing to comply with the requirements outlined in the inspection report.

Buyer further agrees to indemnify Seller and hold Seller harmless, from any and all liabilities, charges, fines and any other claims made by the City of Hammond relating to the real estate.

**5. Risk of Loss.** The Buyer agrees to assume all risk of damage or destruction to the real estate or improvements. Buyer also agrees that no such damage or destruction shall constitute a failure or operate to excuse the Buyer from full performance and full payment under this contract. In case of such damage or destruction, all monies received by Seller by reason thereof shall be applied as a payment on account

of the purchase price of the property less any sums of money which the Seller may be required to expend in procuring such money, but the Seller may, at its' option, retain and apply such monies to the rebuilding and restoration of the improvements.

6. **Condemnation.** In the event of condemnation and taking of the premises of any part thereof for public use, any proceeds received as a result shall first be applied by the Seller on the balance of the contract price due and after all obligations to the Seller are satisfied, the balance of any reward shall be paid to the Buyer. The Buyer shall be excused from further payment and full payment under this contract as a result of said taking of said premises or any portion thereof for public use by any governmental authority, if said taking is in excess of fifty (50) percent of premises.

7. **Evidence of Title.** The Seller covenants and agrees with the Buyers that upon the payment of the money and any interest due at the time and in the manner heretofore specified, the prompt and full performance by the Buyer of all his covenants and agreements herein, that the Seller will convey or cause to be conveyed to the Buyer, by Quit Claim Deed, the described real estate subject to all taxes and special assessments, subject to all restrictions of record and all other conditions herein provided.

8. **Seller's Remedies on Buyer's Default.** Time shall be of the essence of this contract. If Buyer fails, neglects or refuses to make any payment of the principal, taxes, special assessments, insurance premiums or interest charged upon same when required in this agreement to be paid, or if Buyer fails to perform or should the Buyer violate any of the covenants herein contained, Seller may then at its' option, do any of the following:

(a) Declare the entire balance due and payable and recover the same from the Buyer, if necessary, by suit at law or equity, without any relief whatever from valuation or appraisal laws and with attorney's fees.

(b) Declare this contract forfeited and void, and thereupon all rights of the Buyer hereunder shall immediately cease and any payments theretofore made by the Buyer shall be retained by the Seller as liquidated damages sustained by reason of such failure. Immediately upon default, and without demand or notice, the Buyer agrees that he will surrender to the Seller peaceable and immediate possession of the premises together with all improvements thereon. In the event of default and the failure of Buyer to surrender possession of said real estate as above provided, the 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's possession of the real estate, all of the unpaid balance of the purchase price 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 have been added to the principal of the contract.

(c) 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 expenses, including attorney fees, incurred by Seller, in connection with the exercise of any right or remedy under this contract.

(d) The exercise or attempted to 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 of remedy shall be cumulative in addition to any other right or remedy available under this contract or available to Seller at law or in equity.

(e) No waiver of a breach of any of the covenants, restrictions, or any conditions of this agreement, whether by Seller or any agent thereof, or their successors in interest, or any other or succeeding breach of the same or other covenants, restrictions, or conditions of the contract, nor shall acceptance of any payments made in a manner or at any other time herein provided be construed as a waiver of or variation of any terms of this agreement.

(f) Before Seller shall pursue any of its' rights or remedies under this paragraph, Seller shall first give Buyer written notice of the default complained of and Buyer shall have thirty (30) days from the posting of such notice to correct any defaults; provided, however, ten (10) 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.

(g) Seller retains the right to collect rents, via assignments of rents, if this contract should be declared in default by Buyer.

**9. Miscellaneous Provisions.**

(a) The Buyer shall not assign or transfer this contract or any interest therein, without the prior written consent of the Seller. No assignment shall release the Buyer from any liability hereunder unless expressly stated in writing by the Seller. No consent to the assignment or transfer of this contract or interest therein shall be deemed to constitute consent to any other further or succeeding transfers or assignments.

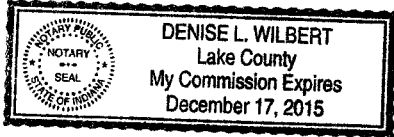
(b) All covenants and promises herein shall extend to and be obligatory on the heirs, personal representatives, successors, and assigns of the parties. When applicable the single shall apply to the plural and the masculine to the feminine or neuter. Any notices to be given hereunder shall be deemed sufficiently given when served on the person to be notified or placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mailbox, sufficient postage prepaid.

(c) This contract constitutes the entire agreement between the parties. No modification of this agreement shall be binding unless such modification shall be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract for conditional Sale of real estate in duplicate on this 10<sup>th</sup> day of September, 2010.

Seller: NWI Land Holdings, LLC

By: [Signature]  
NWILand Holdings, LLC/Pres.



Before me, a Notary Public in and for Lake County, Indiana, on this 10<sup>th</sup> day of Sept., 2010.

Personally appeared Nabil AE Ghanimeh, President of NWI Land Holdings, LLC, executed this Contract for Conditional Sale of Real Estate.

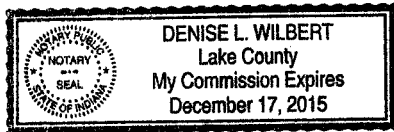
[Signature] Notary SEAL

Comm. Exp.: 12/17/15

Resident of: lake

Buyer: Patricia Lear  
Patricia G. Lear

Buyer: William R. Lear  
William R. Lear



before me, a Notary Public in and for Lake County, Indiana, on this 10<sup>th</sup> day of Sept., 2010.

Personally appeared Patricia G. Lear and, William R. Lear . Mother and son Acknowledged the execution of this Contract for Conditional Sale of Real Estate.

[Signature] Notary SEAL

Comm. Exp.: 12/17/15

Resident of: lake