CONDITIONAL CONTRACT FOR THE SALE OF REAL ESTATE

THIS LAND CONTRACT ("Contract") has been executed this 1st day of December, 2010, by New Crown Development, LLC (Seller) and Jennifer Hawkins (Purchaser).

WITNESSETH that the parties agree as follows:

Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the following described real estate, together with all improvements located in Lake County, Indiana, ("Real Estate"), being there particularly described as follows:

particularly described as follows: $45-09\cdot 2020+003.000-021$ Lot 98 in Riverwal Subdivision, as per plat thereof, recorded in Plat Book 100 page 57 in the office of the Recorder of Lake County, Indiana.

Commonly known as: 2810 Riverwalk St., Lake Station, IN 46405-2291

1. PURCHASE PRICE AND MANNER OF PAYMENT.

- A. Purchase Price. The Purchase Price for the real estate shall be the sum of <u>One Hundred Fifty</u>. Thousand DOLLARS (\$ 150,000.00 ("Purchase Price"), which Purchaser (jointly and severally, if more than one) agrees to pay Seller in accordance with the terms and conditions of this Contract.
 - B. Manner of Payment. The Purchase Price shall be paid in the following manner:
- (1) The sum of <u>Eight Thousand Fifty DOLLARS</u> (\$ 8,050.00) shall be paid as per Real Estate Option Agreement dated December 23rd, 2008.
- Balance") shall be paid to Seller by Purchaser, together with interest at the rate of 6.25 % per annum with interest computed from the date hereof on the monthly unpaid Contract Balance at the Per Annum Rate, in equal monthly installments of One Thousand Three Hundred Fifty Dollars (\$1,350.00) per month for 240 consecutive months, which installment payments shall commence on January 1st, 2011 and shall continue thereafter on the 1st day of each successive calendar month until the entire Contract Balance, together with all accrued interest thereon, has been paid in full, or sooner as provider in this contract. Monthly payment shall be applied first to principle and interest, then to an escrow account for paying the property insurance and property taxes.
- Ouring the first 12 months of this contract Purchaser agrees to make a diligent effort to obtain financing in cooperation with the Seller. Upon the Purchaser obtaining a favorable commitment(s) Purchaser agrees to refinance this contract paying the balance in full. If a favorable commitment(s) is not obtained within the first 12 months of this contract the Seller agrees to extend the contract for another 12 months, at the end of such time the Purchaser agrees to pay the contract balance in full.

(4) Purchaser may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall relieve Purchaser from continuing to make scheduled payments as they become due and payable All Minents made by

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Page 1 of 7

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Purchasers, including prepayments, shall be applied first to interest due and payable and the balance, if any, to principle.

(5) All payments shall be made to Seller at:

New Crown Development, LLC 562 North Indiana Ave. Crown Point, IN 46307

or to such other place or person as Seller may direct by written notice to Purchaser.

- (6) Purchaser agrees to pay a late fee equal to five percent (5%) of the monthly payment for any payment not actually received by the Seller within ten (5) days of the stated due date therefor.
- (7) If Purchaser is able to sell one of their existing properties during the term of this agreement Purchaser agrees to seek the refinancing of this Real Estate and converting this Land Contract into an end loan with a separate lender. This will not precluded Seller from the obligation of the Repurchase Option.

2. TAXES AND INSURANCE.

- A. Taxes. Shall be prorated as of December 1st 2010. Purchaser, upon written notice to Seller and at Purchaser's expenses, may contest on Seller's and Purchaser's behalf, any changes of the assessed valuation of the real Estate. Seller shall forward or cause to be forwarded to Purchaser a copy of all statements for real estate taxes or the Real Estate payable by Purchaser, as received, and Purchaser shall provide to Seller upon request evidence of payment of such taxes..
- **B.** Assessments. Purchaser shall pay all assessments for municipal and other improvements becoming a lien after be date of execution of this contract. Seller covenants and agrees to pay all such assessments becoming a lien prior to such date.
- C. Insurance. Purchaser agrees to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Real Estate, in an amount not less than the Contract Balance or the full extent of Purchaser's insurable value, whichever is less ("Required Insurance"). The Required Insurance shall be issued in the names of the Purchaser and Seller as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without ten (10) days' prior written notice to Seller. Purchaser shall provide Seller with such proof of insurance coverage's as Seller from time to time shall reasonably request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to the Real Estate covered by Required Insurance shall be applied to restoration and repair of the loss or damage in such fashion as Seller reasonably may require, unless such restoration and repair is not economically feasible or there exists an uncured Event of Default by Purchaser under this Contract on the date of receipt of such proceeds, in either of which events, the proceeds may be applied, at Seller's option, toward prepayment of the Contract Balance, with any excess to be paid to Purchaser.
- **POSSESSION.** Seller shall give Purchaser full and complete possession of the Real Estate on January 1st, 2009 per Lease agreement dated December 23rd 2008.

- 4. EVIDENCE OF TITLE. Seller shall furnish to Purchaser, at Seller's expense, a commitment for an owner's policy of title insurance ("Title Binder") issued by Fidelity Title in the full amount of the Purchase Price at the time this contract is refinanced.
- 5. TRANSFER OF PURCHASER'S INTEREST Purchaser's interest in this Contract and Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by Purchaser without the written consent of Seller. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire: proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Seller. Such proceeds shall be applied, at Seller's option and with premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if by electing to apply part of any such award or compensation against the Contract Balance, the Contract Balance is paid in full, then Seller shall pay the balance to the Purchaser.
- MECHANICS LIENS. Purchaser shall not permit any Statement of Intention to Hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services, or materials claimed to have been performed or furnished to or for Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Seller, at Seller's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Seller, shall cause the lien to be released at Purchaser's expense 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 improvement, alteration or repairing of the Real Estate; nor as giving the Purchaser 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.
- 7. INDEMNIFICATION AND RELEASE. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Seller, Purchaser shall indemnify and hold harmless Seller from and against all damages, claims and liability arising from or connected with Purchaser'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 without fault shall become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Seller harmless. This indemnification provided by this paragraph shall include all legal costs and attorneys' fees incurred by Seller in connection with any such claim, action or proceeding. Purchaser hereby releases Seller from all liability for any accident, damage or injury caused to a person or property on or about the Real Estate (whether or not due to negligence on the part of Seller) (excepting liability of Seller for Seller's negligence) and notwithstanding whether such acts or omissions be active or passive.
- **8. Purchaser's Responsibility for Accidents.** Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from Purchaser's use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to Seller, insuring Seller's liability as well as Purchaser's.
- 9. **DEFAULT AND ACCELERATION.** It is expressly agreed by Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter, the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of Seller, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by

Purchaser, and Seller shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Land Contract, and as may be necessary or appropriate to protect Seller's interest under this Contract and in and to the Real Estate. The following shall constitute an "Event of Default" for the purposes of this Contract:

- A. Default by Purchaser for a period of 90 days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Contract are payable by Purchaser, or (iii) any premium for insurance required by the terms of this Contract to be maintained by Purchaser;
- B. Default, for a period of sixty (60) days after written notice thereof is given to Purchaser, in the performance or observance of any other covenant or term of this Contract;
- C. Lease or encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate.
- D. Purchaser (i) institutes or consents to any proceedings in insolvency. or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any insolvency law or laws relating to the relief or reorganization of debtors', (ii) files an answer admitting bankruptcy or insolvency or in any manner is adjudged insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due; provided however, this paragraph (d) shall not apply to any proceeding in bankruptcy.
- E. Any part of the Real Estate or all or a substantial part of the property or assets of Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any Court, or Purchaser consents, agrees, of acquiesces to the appointment of any such receiver or trustee;
 - F. Desertion or abandonment of the Real Estate, or any part thereof, by Purchaser;
- G. Actual or threatened alteration, demolition or removal of any improvements which are a part of the Real Estate, except as expressly allowed by the terms of this Contract;
- H. Sale, transfer, conveyance, or other disposition of Purchaser's interest in this Contract or Purchaser's interest in the Real Estate, or any part thereof, without Seller's prior written consent.

In the event Purchaser deserts or abandons the Real Estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to Seller under and by virtue of this Contract, then, it is expressly agreed by Purchaser that, unless Purchaser shall have paid more than Twenty Percent (20%) of the Purchase Price, Seller may, at Seller's option, cancel this Contract and take possession of the Real Estate and remove Purchaser there from, or those holding or claiming under Purchaser without any demand and to the full extent permitted by applicable law. In the event of Sellers cancellation upon such default by Purchaser, all rights and demands of Purchaser under this Contract and in and to the Real Estate shall cease and terminate and Purchaser shall have no further right, title or interest, legal or equitable, in and to the Real Estate and Seller shall have the right to retain all amounts paid by Purchaser toward the Purchase Price as an agreed payment for Purchaser's possession of the Real Estate prior to such default. Such retention shall not bar Seller's 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 attorneys' fees incurred by Seller in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchaser.

All Sellers' remedies 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.

- payment by Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by purchaser of all convents and conditions which by the terms of this Contract are to be performed by Purchaser, Seller agrees and covenants to convey the Real Estate to Purchaser by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by Purchaser hereunder; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchaser.
- 11. GENERAL AGREEMENT OF PARTIES. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given herein shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directly to the person to be notified at the following address and deposited in the United States mails by certified or registered mail, postage prepaid.
 - **A.** If to Seller, at the address where payments are to be paid.
 - B. If to Purchaser, at: 2810 Riverwalk St., Lake Station, IN 46405-2291

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

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

12. **RECORDING.** This agreement may not be recorded but a memorandum hereof, may be recorded by Purchaser, at Purchaser's expense.

13. MISCELLANEOUS Seller will install at its expense a washer and dryer. Seller will also when weather permits grade and seed the side yard of the Real Estate.

IN WITNESS WHEREOF, Seller and Purchaser have executed this instrument on this 1st day of December, 2010.

Jennifer Hawkins

SELLER

New Crown Development Corp

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

Subscribed and sworn to before: me, a Notary Public, in and for said County, this 1st day of December, 2010.

, Notary Public LAuga CA(201152)

My Commission Expires: 1-24-18

County of Residence: Lake

This instrument was prepared by "Seller"

PERJURY, THAT I HAVE BEASONABLE CARE TO REDAY HIS DOCUMENT,
SECURITY NUMBER WITHIS DOCUMENT,
UNLESS REQUIRED BY THE PREPARED BY