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CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between GENESIS OF LAKE COUNTY, INDIANA, INC. (Hereinafter called "Seller") and MICHAEL J. KEITH and NAKILIAH LLOYD-KEITH (hereinafter called "Buyers"). Each of the above individuals being over eighteen (18) years of age.

WITNESSETH:

Seller hereby agrees to and does sell to Buyers, and Buyers hereby agree to and do purchase from Seller, in an AS-IS condition, 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") upon the following covenants, terms and conditions:

LOT 12, BLOCK 2, MARBLES ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 837 Conkey Street, Hammond, Indiana 46320

Key No. 45-07-06-302-018.000-023

FILED

DEC 29 2010

**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

SECTION 1. THE PURCHASE PRICE AND MANNER OF PAYMENT.

1.01 THE PURCHASE PRICE. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of ONE HUNDRED FIVE THOUSAND AND NO/00 DOLLARS (\$105,000.00).

1.02 THE MANNER OF PAYMENT. The purchase price shall be paid in the following manner:

(a) Buyer's Down Payment. The Buyers will provide Seller THREE THOUSAND AND NO/00 DOLLARS (\$3,000.00) upon the execution and delivery of this Contract, the receipt of such sum is hereby acknowledged by Seller. The Buyers shall further provide a second downpayment of TWO THOUSAND AND NO/00 DOLLARS by January 1, 2011 to Seller, leaving an unpaid balance of the purchase price in the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). In the event that Buyers fail to timely provide the second down payment, the Seller, at his discretion, may terminate this contract and retain the first down payment. The unpaid balance amount, as it is reduced by payments and expenses of Buyer properly credited under this Contract, and as it is increased by payments and expenses of Seller properly made and incurred under this Contract, is hereinafter called the "Unpaid Purchase Price".

(b) The Unpaid Purchase Price shall bear interest at the rate of SIX AND 5/10 PERCENT (6.5%) per annum. Interest at such rate shall begin to accrue from the date of this Contract, or from the date payments made and costs and expenses incurred by Seller are added to the Unpaid Purchase Price pursuant to this Contract, as may be applicable.

(c) The Unpaid Purchase Price and interest on it shall be paid in monthly installments in the amount of SIX HUNDRED SIXTY THREE DOLLARS AND SIXTY SEVEN CENTS (\$663.67), beginning DECEMBER 1, 2010. Subsequent installments shall be paid on the same day of each month thereafter until DECEMBER 1, 2012, at which time the Unpaid Purchase Price, with accrued but unpaid interest, shall be paid in full on DECEMBER 1, 2012.

(d) Buyer shall have a grace period of FIVE (5) days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in a sum equal to FIVE PERCENT (5%) of such installment or \$33.18, shall accrue and be immediately due and payable and become part of the Unpaid Purchase Price.

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(e) Each installment received by Seller shall be applied: first to accrued late charge, then to interest accrued to the due date of such installment, and then to the reduction of the Unpaid Purchase Price.

(f) Each payment under this contract shall be provided to Seller by agreement of the parties.

1.03 BUYER'S FINANCING. This Contract is conditioned upon the Buyers' ability to obtain prior to September 10, 2012, a firm commitment for a first mortgage loan upon the real estate at an interest rate not to exceed the current prevailing rate for such a loan, which loan shall be amortized over a period of not less than 15 years, nor more than 30 years, and which shall be consummated on the date of Final closing. Buyer shall do all that is reasonably necessary and required to obtain such an FHA loan. Seller shall not be obligated to pay any part of Buyers' fees for obtaining financing. Seller may offset against the unpaid purchase price, the cost for repairs that may relate to FHA financing requirements.

1.04 FINAL CLOSING. The final closing shall take place within 10 days after all conditions of this contract are met, at the office of the title company. The date may be extended on account of correction of title defects or by mutual agreement of the Seller and Buyers. Each party is to pay closing costs typically assigned to each by the title company.

SECTION 2. PREPAYMENT OF PURCHASE PRICE.

2.01 Buyers shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amounts so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyers make any payment that constitutes full payment of the Unpaid Purchase Price.

SECTION 3. REAL ESTATE TAXES, INSURANCE, UTILITIES AND CONDEMNATION.

3.01 TAXES. Buyers shall be responsible for all general and special taxes, liens and charges, including all assessments of every nature, levied, assessed, or accruing on the Real Estate after the Possession Date. All taxes and assessments pertaining to the Real Estate shall be prorated at Final Closing on the basis of a 365 day year, using the latest available tax bills, as of midnight of the Possession Date up to the date of Final Closing. Buyers, upon written notice to Seller, and at Buyers' expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate. Seller shall forward or cause to be forwarded to Buyer, when received, a copy of all statements for taxes and any assessments on the Real Estate which are to be paid hereunder. Real estate taxes are to be escrowed into an interest bearing account on a monthly basis, with the annual collected amount of taxes being based on 105% of the last available tax bill. Seller will provide Buyers documentation that the real estate taxes have been timely paid. Any escrow balance at the date of final hearing to be returned to the Buyers.

3.02. PENALTIES. The parties hereto agree to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges, for which they are responsible under this Section 3.

3.03. INSURANCE. At all times during the period of this Contract and up to the final closing date, Buyers shall be solely responsible for homeowners insurance on said property and such insurance expenses are to be escrowed into an interest bearing account on a monthly basis, with the annual collected amount for insurance being based on 105% of the last available tax bill. Any escrow balance related to insurance at the date of final hearing to be returned to the Buyers.

(a) Said real estate and all improvements located thereon to be insured under fire and extended coverage policies in an amount not less than the full replacement cost; and

(b) Flood Hazard Insurance will be maintained on the real estate in the amount of the full replacement cost if the real estate is located in a Flood Hazard Zone as shown by a current certificate of survey according to the maps in the office of the County Surveyor, unless such insurance coverage is waived in writing by the Seller; and

(c) Buyers to maintain standard liability insurance with coverage in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence;

(d) Such policies of insurance shall be carried with a company or companies approved by Seller and legally authorized by the State of Indiana to engage in such business. Such policies of insurance shall also be issued in the name of Seller and shall provide that the insurer may not cancel or materially change coverage without at least thirty (30) days prior written notice to Seller.

(e) Buyers will be presented a paid receipt by Seller for said insurance as proof of existence and payment.

(f) In the event the Real Estate is damaged by fire, explosion, or any other casualty or act of God, wherein the damage is less than twenty-five percent of the cost of replacement, the damage shall be promptly repaired by Seller. In no event shall the Seller be required to repair or replace any of Buyers' personal property within or on the Real Estate that was damaged or destroyed. In the event the Real Estate is damaged to the extent of twenty-five percent or more of the cost of replacement; the Seller may elect to repair or rebuild the Real Estate or to terminate this Agreement upon giving of such election in writing to the Buyers within ninety (90) days after the event causing the damage. If Seller elects to repair or replace, he shall substantially complete its work within 180 days of the event which caused the damage. If the casualty, repairing, or rebuilding shall render the Real Estate untenable uninhabitable for Buyers' use, in whole or in part, and the damage was not due to the default or neglect of the Buyers, then Buyers' monthly installment obligation shall be abated from the date of the occurrence until the date Seller completes its work and the length of this agreement will be extended accordingly. Buyers may elect to terminate this agreement only if the Real Estate is damaged more than twenty-five percent and Seller elects not to repair or replace as stated above. In the event that either party decides to terminate this agreement, the Buyer will receive full refund of his Buyer's Down Payment deposit money but will not receive a refund of any money paid in the form of the monthly installments and will still be responsible to reimburse Seller for all expenses that would have been paid to Seller at closing. If it is determined that Buyer was at fault for the damage caused to the Real Estate, then the Seller will be obligated to repair or replace and this Agreement will remain in full force and effect, including the Buyer's monthly installment payments to the Seller for principle, interest, utilities and taxes.

Any insurance proceeds received as payment for any loss of, or damage to the Real Estate covered by said insurance, shall be applied to the restoration and repair of the loss or damage. All restoration and repairs shall be performed in accordance with all state and local building codes and shall meet the quality of the improvements pre-existing any loss or damage and all work shall be performed by a duly licensed contractor.

(g) At all times during the period of this Contract, Buyers shall maintain renter's insurance at their expense until Final closing and will hold the Seller harmless for any and all losses or damage to his personal property should the Buyer not obtain renter's insurance.

3.04 Utilities. Buyers shall be responsible for all utilities on the Real Estate after the Possession Date and all utilities shall be transferred into the names of the Buyers, who will be responsible for any deposits that may be required. Upon request from Seller, Buyers shall provide Seller proof that all utilities are current, with no limitation as to the frequency of the requests made upon Buyers.

3.05. RIGHTS OF PARTIES TO PERFORM OTHER'S COVENANTS.

(a) If one of the parties hereto (hereinafter called "Responsible Party") fails to perform any act or to make any payment required by this Section 3, the other party (hereinafter called "Non-responsible Party") shall have the right at any time and without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of the Non-responsible Party to perform any act or to make any payment required of the responsible Party under the terms of this Contract.

(b) The exercise of such right by a Non-responsible Party shall not constitute a release of any obligation of the

responsible Party under this Section 3 or a waiver of any remedy available under this Contract; nor shall such exercise constitute an estoppel to the exercise by a Non-responsible Party of any right or remedy of his or a subsequent failure by the Responsible Party to perform any act or make any payment required by him under this Section 3.

(c) Payments made and all costs and expenses incurred by a Non-responsible Party in connection with the exercise of such right shall, at his option, either (i) be paid to him by the Responsible Party within thirty (30) days after written demand therefore; or (ii) on the date the next installment payment is due under this Contract, following written notice, be added to the Unpaid Purchase Price, if Buyer is the Responsible Party, or applied to reduce the Unpaid Purchase Price, subsequent installment payments or provide Buyer with a Final Closing credit, if Seller is the Responsible Party.

(d) In the event a Non-responsible Party makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the rate provided under Section 1 of this Contract, from the respective dates of making the same, until paid in full, or to the date such amounts are added to, or applied against, the Unpaid Purchase Price.

3.06. CONDEMNATION. From the date hereof, Buyer shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Real Estate for public or quasi-public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Contract by Buyer. Should all or any part of the Real Estate be condemned and sold by court order, or sold under the threat of condemnation to any public or quasi-public body, the net amount received for the damage portion shall be retained by Buyer, and net amount received for the Real Estate value shall be paid to Seller and applied as a reduction of the Unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall be Buyer's. If Buyer incurs expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expenses and any other applicable costs shall be deducted from the total proceeds to calculate the "net amount" and shall be allocated proportionately between the amount determined as damages and the amount determined for value of the Real Estate. If no determination is made of separate amounts for damages and Real Estate value, then the net amount shall be divided equally between Buyer and Seller, with Seller's amount to be applied as a reduction of the Unpaid Purchase Price.

SECTION 4. POSSESSION.

4.01. DELIVERY OF POSSESSION. Seller shall deliver to Buyers full and complete possession of the Real Estate on December 1, 2010. (Possession Date). After such possession date, Buyers shall pay to Seller, Fifty Dollars (\$50.00) per day for each day Buyers hold possession of any portion of the Real Estate after December 1, 2012, and do not close on the real estate, unless waived by Seller in writing. In the event of non-waiver by the Seller, such amount shall be applied as an increase to the Unpaid Purchase Price. Buyers' right of possession shall continue until terminated pursuant to Section 9. All utilities shall be paid by Buyers up to the date that possession is returned to Seller, should Buyers lose their right of possession pursuant to any form of breach of this Contract, as set forth in Section 9.

SECTION 5. EVIDENCE OF TITLE

5.01. Buyers may, at their own expense, perform a title search on said Real Estate anytime before or after execution of this Contract. Any liens or encumbrance on said Real Estate that are discovered by said title search will not relieve or entitle either party to terminate this Agreement nor relieve either party of their respective obligations hereunder, as Seller will be providing Buyers with a Warranty Deed at Final closing.

5.02. If Buyer is not in default under this Contract, Seller will furnish Buyer prior to or at Final closing:

An Abstract of Title ~~(strike one)~~

An Owner's title insurance policy

disclosing marketable title to the Real Estate to a date which is the earlier of (a) a date after execution of this Contract specified by Buyer in a notice to Seller or (b) a date 60 days prior to the date the final payment under this Contract is due through the date of Final Closing.

5.03. TITLE INSURANCE. A title insurance policy furnished under this Contract shall be in the amount of the purchase price, minus all payments to principal and down payment, and shall be issued by an insurer satisfactory to Seller. The expense of such policy (not including expenses for later date service and mortgage insurance) shall be borne by Seller. A binding commitment, certified to a date subsequent to the date of the acceptance of this offer, for the issuance of such a policy in the name of the Buyer shall be delivered to the Buyer within 14 days after Buyer notifies Seller in writing that the conditions set forth in paragraph 1.03 have been satisfied.

5.04. ADDITIONAL TITLE EVIDENCE. Any additional title evidence shall be at the expense of Buyers, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of Seller shall be borne by Seller.

5.05. CONVEYANCE OF TITLE 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 Warranty Deed, the above described Real Estate, conveying to Buyers good and marketable fee simple title to the Real Estate as evidenced by a title insurance policy in the full amount of the purchase price procured and paid for by Seller, subject to restrictions and easements of record as of the date of this Contract and all taxes and assessments which are Buyer's obligations.

The following shall be prepared by Seller and presented to Buyers at the Final Closing:

- (i) executed Warranty Deed in recordable form (as attached hereto at Exhibit A);
- (ii) executed Bill of Sale;
- (iii) all other closing documents required from Seller hereunder.

SECTION 6. SELLER'S RIGHT TO MORTGAGE THE REAL ESTATE.

6.01. Seller will not mortgage or apply for a line of credit or home equity loan against the Real Estate other than the existing mortgage, if any. Seller further agrees that he will not refinance the existing mortgage, if any, so as to increase the unpaid mortgaged balance from that as it currently exists, which is stated below.

6.02. MORTGAGE RELEASE(S). Upon payment in full by Buyers of all amounts payable under this Contract, Seller shall pay in full all amounts payable under Loan(s) at the time outstanding and obtain and record, or cause to be recorded, a valid release of Loan(s) so paid.

6.03. ENCUMBRANCE. Seller represents that the Real Estate is/is not encumbered with a Loan. If encumbered, Seller represents that the information regarding said Loan is as follows:

- (a) Name of lender: _____
- (b) Unpaid balance of Loan: \$ _____
- (c) Loan Number: _____

SECTION 7. ASSIGNMENT OF CONTRACT OR SALE OF INTEREST IN REAL ESTATE.

7.01. If all or any part of the Real Estate, Buyers' interest therein or Buyers' interest in this Contract is sold or assigned without Seller's prior written consent, the Unpaid Purchase Price, with accrued, but unpaid interest and all other sums due hereunder shall be due and payable immediately, at Seller's option. No assignment or sale shall operate to relieve either party from liability hereon. Seller's written consent must be obtained prior to assignment, which such consent shall not be unreasonably withheld.

SECTION 8. USE OF THE REAL ESTATE BY BUYERS; SELLER'S RIGHT TO INSPECTION.

8.01. USE. The Real Estate may not be leased or shall be occupied by persons other than the Buyers and their children. Buyers shall maintain the Real Estate as their principal residence.

8.02. IMPROVEMENTS. Buyers may not materially alter, change, or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements. Buyers shall not create, or allow any mechanics, laborers, material men, or other creditors of Buyers or an assignee of Buyers to obtain, a lien or attachment against Seller's interest herein. Buyers agree that the Real Estate and any improvements thereon are, as of the date of this Contract, in good condition, order, and repair, and Buyers shall, at their own expense maintain the Real Estate and any improvements in as good order and repair as they are in on the date of this Contract, ordinary wear and tear, and acts of God, or public authorities excepted. Buyers shall not commit waste on the Real Estate, and, with respect to occupancy and use, shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction thereof.

8.03. INSPECTION. Buyers have waived their right to have a home inspection performed. Any home inspection performed in relation to securing an FHA mortgage shall be the sole expense of the Buyers. No other inspection report recommendations will be assumed by Seller.

8.04. BUYER'S RESPONSIBILITY FOR ACCIDENTS. 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.

8.05. ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PARTIES. The Parties make the following representations, warranties, and covenants:

(a) Seller warrants and represents to the best of his knowledge, there do not currently exist, and Buyer warrants, represents, and covenants there will not exist during the term of this Contract, any actual or potential contamination of the soil, subsoil, groundwater, or any other portion of the Real Estate by any hazardous or toxic substance or their constituents, or any underground tanks on the Real Estate (other than for the use of heating oil for use and consumption of Buyer on the Real Estate).

(b) Seller warrants and represents to the best of his knowledge, Seller and Seller's predecessors in title have complied at all times with all applicable federal, state, and local environmental laws and regulations including, without limitation, the Indiana Responsible Property Transfer Law ("IRPTL") (I.C. 13-25-3) as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), as amended, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) as amended, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.) as amended, and all regulations under them, and any other federal statute and any state statute and any municipal ordinance creating liability for treatment, storage, disposal, arranging, or existence on the Real Estate of any hazardous or toxic substance, including their constituents. ("Environmental Laws")

(c) Buyer covenants to comply at all times during the term of this Contract with all Environmental Laws that may be in effect or become effective,

(d) Seller warrants and represents to the best of Seller's knowledge, no environment filings have been made concerning the Real Estate with any governmental agency.

(e) Each of the parties indemnifies the other against, and holds the other harmless from, any claim, action, loss, damage, liability, cost, or expenses (including attorney fees and all reasonable environmental testing expenses such party incurs as a result of the other party's breach of any representation, warranty, or covenants made in this Section 8.05).

8.06. INDEMNIFICATION. In addition to the provision of Section 8.05, Buyers agree to indemnify and save harmless Seller from and against any an all claims, liability, damage, costs or expense which Seller may incur by reason of the Buyers' use or occupancy of the Real Estate, or arising out of any act of the Buyers, Buyers' agents, licensees and invitees.

SECTION 9. BUYERS' DEFAULT AND SELLER'S REMEDIES.

9.01. TIME. Time is of the essence of this Contract.

9.02. BUYERS' DEFAULT. Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate.

9.03. EVENT OF DEFAULT. The following shall each constitute an Event of Default for purposes of this Contract:

(a) Failure by Buyers for a period of thirty (30) days to pay any and all payments required to be made by Buyers to Seller under this Contract when and as it becomes due and payable or to abide by town ordinances or zoning restrictions, as they pertain to the Real Estate.

(b) Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract, or to allow others to occupy said property other than Buyers and their children.

(c) Causing or permitting by Buyers 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.

(e) Institution of insolvency proceedings against Buyers, or the adjustment, liquidation, extension or composition or arrangement of debts of Buyers or for any other relief under any insolvency law relating to the relief of debtors; or, Buyers' assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Real Estate.

(f) Desertion or abandonment by Buyers 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, by the Buyers, their invitees or agents.

(h) Failure by Buyer, for a period of ten (10) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.

(i) Buyer's failure to obtain a mortgage loan for the Unpaid Purchase Price within the time period set forth in this Contract.

(j) Buyer's failure to maintain the utilities, insurance, or real estate taxes as set forth in this Contract.

9.04. SELLER'S REMEDIES. Upon the occurrence of an Event of Default, Seller shall elect his remedy under Subsection 9.041 or 9.042 (unless Subsection 9.043 is applicable).

9.041. Seller may declare this Contract forfeited and terminated, and upon such 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 forfeited and terminated and to recover from Buyer all or any of the following:

(a) possession of the Real Estate;

(b) 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;

(c) interest on the Unpaid Purchase Price from the last date to which interest was paid until judgment or possession is recovered by Seller, whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under Subsection 9.041 (b) above;

(d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract;

(e) premiums due and unpaid for insurance or utilities that are past due and unpaid, including charges and penalties related to the same and which Buyer is obligated to provide under this Contract;

(f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear and acts of God or public authorities; and

(g) any other amounts which Buyer is obligated to pay under this Contract;

(h) recovery of Seller's attorney's fees and costs; OR

9.042. 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 Seller, Seller shall convey or cause to be conveyed to Buyer, by Warranty Deed, the 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. Seller shall recover reasonable attorneys fees and costs related to such legal action.

9.043. In the event Buyer has substantial equity in the Real Estate when an Event of Default occurs, then this Contract shall be considered the same as a promissory note secured by a real estate mortgage, and Seller's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law and Seller may not avail himself of the remedies set forth in Subsection 9.041 or 9.042. If this Subsection 9.043 is applicable, then Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate. The parties agree that after Buyers have paid at least one quarter of the purchase price (which price means the original purchase price set forth in Subsection 1.0 I), then Buyers shall have substantial equity in the Real Estate. Seller shall recover reasonable attorney's fees and costs for foreclosure of said property.

If an Event of Default occurs after the Possession Date and prior to Final Closing, Seller may deliver written notice to Buyer of Seller's intention to terminate this Agreement, and unless, within (14) days thereafter, Buyer cures such Event of Default, Seller, as its sole and exclusive remedy hereunder, shall have the right to forfeit and terminate this Agreement whereupon all payments previously made or due by Buyer shall be retained by Seller as liquidated damages and Seller shall have the right to re-enter and take possession of the Premises, or if required, to institute forcible entry and detainer proceedings to retake possession of the Premises. Notwithstanding the foregoing, Seller shall have no right to forfeit and terminate this Agreement if Buyer corrects or cures an Event of Default prior to Seller's exercise of the forfeiture and termination option set forth in this Paragraph.

9.05. SELLER'S ADDITIONAL REMEDIES. In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

(a) 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, the down payment money, 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.

(b) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.

(c) Enforce any right without relief from valuation or appraisal laws.

SECTION 10. SELLER'S DEFAULT AND BUYER'S REMEDIES.

10.01. If Seller fails to convey the Real Estate as required by this Contract, Buyer may institute legal action against Seller for specific performance in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist at law; or Buyer may pursue such other remedy as is available at law or in equity.

10.02. If, after ten (10) days notice from Buyer, Seller fails to make any payment required of him under this Contract or to perform or observe any other of his covenants or agreements, Buyer shall be entitled to institute legal action against Seller for such relief as may be available at law or in equity. Nothing in this subsection shall interfere with or affect Buyer's right to any reduction, set-off or credit to which Buyer may be entitled in the event of Seller's failure to pay amounts required of him pursuant to this Contract.

SECTION 11. GENERAL AGREEMENTS.

11.01. This Contract shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.

11.02. If Seller or Buyer consists of more than one person, each person signing this Contract as Seller or Buyer shall be jointly and severally bound.

11.03. Headings are for reference only, and do not affect the provisions of this Contract. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.

11.04. A memorandum of this Contract shall be recorded if the Contract is extended beyond a three year period beyond the execution date of the Contract and said Contract will and shall be of the same force and effect as though the entire instrument had been recorded.

11.05. Each party is entitled to recover his reasonable 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.

11.06. For purposes of challenging changes in assessed value of the Real Estate, condemnation disputes, liens, charges, assessments or listing the Real Estate for sale by Buyer, Buyer shall be deemed to be the "fee titleholder" as this term is used in the Indiana Real Estate License Laws.

11.07. The failure or omission 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.

11.08. 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. Unless otherwise agreed to by the parties, Buyers' mailed notice shall be sent to Seller at P.O. Box 322, Munster, IN 46321. Seller's mailed notice shall be sent to Buyers at 837 Conkey Street, Hammond, Indiana 46320. 3221

11.09. 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.

SECTION 12. ADDITIONAL COVENANTS.

12.01. Seller agrees to install storm doors on said real estate, with Buyers choosing the style and color of said doors. All material and labor costs related to the purchase and installation will be equally divided by Seller and Buyers. Buyers to reimburse Seller their one half share upon the presentment of copy of receipts to them by Seller.

IN WITNESS WHEREOF, Seller and BuyerS have executed this Contract in duplicate on this 4th day of December, 2010.

SELLER: Raymond Summers, President
Genesis of Lake County Indiana, Inc.
By: Raymond Summers, President

BUYER: Michael J Keith
MICHAEL J. KEITH

BUYER: Nakilah Lloyd-Keith
NAKILIAH LLOYD-KEITH

STATE OF INDIANA,
COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, on this 4th day of December, 2010, personally appeared RAYMOND SUMMERS, and MICHAEL J. KEITH AND NAKILIAH LLOYD-KEITH, and acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be their voluntary act and deed.

WITNESS my hand and notarial seal.

My commission expires: July 25, 2015

Thomas J. Schab
Resident of Lake County,
Notary Public

"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: WJK