

# 2011 026464

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# Land Contract

Land Contract	Wild . APRIL APRIL . A
This Agreement is made and entered into by and between:  RLTA SIDABRAS	
(seller) whose address is: 8006 SCHREIBER DR, MUNSTER II	N.46321
hereinafter called the Vendor and  DANNY (DAINIUS)  (buyer)  whose address is:	
hereinafter called the Vendee.	IN 46324
Witnesseth: The Vendor, for himself, his heirs and assigns, does hereby agree to se assigns, the following reaf estate commonly known as:  530 MULBERRY ST. HAMMOND, and further described; as:  LOTS II AND 12 IN BLOCK 4 IN SOU	IN. 46324 TH HANIMOND
Document is	FILED
NOT OFFICIAL!	MAY 1 1 2011
This Document is the property together with all appurtenances, rights, privileges and easements and all building condition located upon said property	
1. CONTRACT PRICE. METHOD OF PAYMENT, INTEREST RATE:  n consideration whereof, the Vendee agrees to purchase the above described on the particular of the contract of the particular of the purchase the purchase the above described on the particular of the particula	ped property for the sum of
as down payment at the cand Contract the receipt of which is hereby acknowledged, leaving principal together with interest on the unpaid balance payments of siziones and on the segment of the contract the receipt of which is hereby acknowledged, leaving principal together with interest on the unpaid balance payments of siziones together with interest on the unpaid balance payment of the contract	yable in consecutive monthly n the itsi day of th thereafter until said balance vhich time the entire remaining paid balance due hereon shall (b, 0 %) per annum e of this Contract.
ayments shall be made to the Vendor at the location above, unless otherwise dire ayments shall be credited first to the interest, and the remainder to the principal mount of this obligation, both principal and interest, unpaid after making any succerein receipted shall be the interest bearing principal amount of this obligation for omputation period. If any payment is not received within	or other sums due. The total ch application of payments as the next succeeding interest (30) days of AMOUNT \$ CH t assessed. The Vendee may CASH CH
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#### 2. ENCUMBRANCES:

Said real estate is presently subject to a mortgage, and neither Vendor nor Vendee shall place any mortgage on the premises in excess of this Land Contract balance without prior written consent of the other party.

#### 3. REAL ESTATE TAXES:

Real estate taxes shall be the responsibility of the Vendee as of the date of the execution of this agreement. Said taxes shall be escrowed and added to the principal and interest payment required hereunder.

#### 4. INSURANCE AND MAINTENANCE:

Vendor herein shall have the right to enter the premises at least once per year with twenty-four hours notice to Vendee of his interest to exercise his right.

Vendee shall keep the building in a good state of repair and well painted at the Vendee expense and no additions or alterations shall be made to the building without the Vendor's permission, which shall not be unreasonably withheld. At such time as the Vendor Inspects the premises and finds that repairs are necessary, Vendor shall request that these repairs be made within thirty (30) days at the Vendee's expense.

The Vendee has inspected the premises constituting the subject matter of this Land Contract, and no representations have been made to the Vendee by the Vendor in regard to the condition of said premises; and it is agreed that the said premises are being sold to the Vendee as the same now exists and that the Vendor shall have no obligation to do or furnish anything toward the improvement of said premises, except as may be provided herein.

#### 5. POSSESSION:

The Vendee shall be given possession of the above described premises upon Contract execution, or as otherwise provided herein and shall thereafter have and hold the same subject to the provisions for default hereinafter set forth.

#### 6. ASSIGNMENT:

The Vendee shall not sell, assign, or pledge their interest in this Land Contract without the Vendor's written consent which consent shall not be unreasonably withheld.

## 7. DELIVERY OF DEED

Upon full payment of this contract, the Vendee shall receive a General Warranty deed to the property free of all encumbrances except as otherwise set forth.

#### 8. DEFAULT:

If any installment payment to be made by the Vendee under the terms of this Land Contract is not paid by the Vendee when due or within one (1) Installment thereafter, the entire unpaid balance shall become due and collectable at the election of the Vendor and the Vendor shall be entitled to all the remedies provided for by the laws of this state and/or to do any other remedies and/or relief now or hereafter provided for by law to such Vendor; and in the event of the breach of this contract in any other respect by the Vendee. Vendor shall be entitled to all relief now or hereinafter provided for by the laws of this state.

Failure of Vendee to maintain current the status of all real estate taxes and insurance escrow payments and/or premiums as required herein shall permit Vendor the option to pay any such escrow amounts, premiums, taxes, interest, and/or penalty(ies), and to add same to the next due installment payment or principal amount owing under this contract, or to exercise any remedies available to Vendor.

Waiver by the Vendor of a default or a number of defaults in the performance hereof by the Vendee shall not be construed as a waiver of any default, no matter how similar.

### Page 3 of 3 Land Contract

In the event that the Vendor's interests in the property should become compromised or otherwise extinguished for any reason, or should there be an acceleration of any debt secured by the property, the Vendee shall be entitled to a refund of all downpayment monies paid to the Vendor, plus the principal portion of any payments made to date, as follows: Upon notification of such conditions, Vendee agrees to suspend subsequent payments due hereunder, and must continue to occupy the property until required to vacate by judicial order. Vendee further agrees that any refund amounts due hereunder will be reduced by the amount of the missed payments. Both parties agree that this shall constitute the entire liability of the Vendor, and that Vendor shall have no liability to Vendee beyond this amount for any reason whatsoever.

#### 9. GENERAL PROVISIONS:

There are no known pending orders issued by any governmental authority with respect to this property other than those spelled out herein prior to closing date for execution of this agreement.

It is agreed that this Land Contract shall be binding upon each of the parties, their administrators, executors, legal

IN WITNESS WHEREOF, the parties hereby set their hands this day of 20 1.

WITNESS: Comment of the parties hereby set their hands this day of Mountain Seal Standard of the property of the parties hereby set their hands this day of Mountain Seal Standard of the property o