

agrees within ten days after receipt of such notice to execute such further assurance of priority as may be required by such mortgagee, provided, however, that the Buyer shall not be required to bind himself personally to pay the mortgage debt. After the execution and recording of any such mortgage, the Buyer may, at his election, reduce the unpaid balance of the sale price hereunder to an amount equal to the unpaid balance of such mortgage debt and demand the warranty deed herein provided for and in such event the Seller shall immediately deliver to the Buyer such deed which, in such event, shall contain a clause whereby the grantee shall assume and agree to pay the indebtedness secured by the said mortgage. Such assumption of the mortgage debt shall in such event constitute final payment hereunder.

Time is of the essence of this contract. In the event that the Buyer shall fail to perform any of the acts and/or fail to make any of the payments herein to be done or made by the Buyer, as specified herein, promptly and at the time stipulated therefor, and/or fail to execute, when requested by the Seller so to do, the further assurances provided for in the preceding paragraph, then all payments made hereunder prior to such default shall be retained by the Seller as and for damages for the use and occupancy of the premises to the date of default and Seller shall thereupon be relieved from all liability hereunder to the Buyer. Immediately upon default, and without demand or notice, the Buyer agrees that he will surrender to the Seller peaceable and immediate possession of said 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 may proceed in any action at law or in equity for the possession of said real estate and for damages for the withholding thereof and for waste or damage done thereto.

The buyer may make payments in excess of those stated herein or pay the entire unpaid balance at any time without penalty, with interest computed to date;

Possession hereunder shall be given by the Seller to the Buyer on the 1st day of June, 192006

Further conditions:

Buyer has inspected premises and accepts house in its present condition. Buyer will turn Electricity and Gas over in their names immediately. Buyer will keep premises inside and out free of debris and neat condition. No liens will be put on property. This contract will run for 9 (nine) years from January 1, 2006. Insurance will carry clause stating Donald and Bonnie Cripe as Contract Sellers.

The parties agree that the provisions of this contract shall be binding upon, apply to and inure to the benefit of their respective heirs, successors and assigns in the same manner and to the same extent as such provisions bind, apply to and inure to the benefit of themselves.

IN WITNESS WHEREOF the parties either personally or by duly authorized officers or agents have signed, sealed and delivered this agreement in duplicate counter-part each of which shall be an original, the day and year first above written.

Seller: Donald E Cripe Buyer: Steve Martin

Seller: Bonnie S. Cripe Buyer: Marlene K. Martin

TRANSFER FORM FOR BUYER

For value received I (we) hereby transfer and assign to _____

all my (our) right, title and interest in and to the foregoing Contract for the Sale of Real Estate.

I (we) hereby accept the above assignment of the foregoing Contract for the Sale of Real Estate with all its conditions and assume all the obligations of the second party herein.

Signed this _____ day of _____, 19_____

CONSENT OF SELLER

I (we) hereby consent to the above assignment of this Contract for the Sale of Real Estate.

Signed this _____ day of _____, 19_____

TRANSFER FORM FOR SELLER

For value received, I (we) hereby transfer and assign to _____

of _____

all my (our) right, title, and interest in and to the foregoing Contract for the Sale of Real Estate.

I (we) hereby accept the above assignment of the foregoing Contract for the Sale of Real Estate with all its conditions and assume all the obligations of the first party therein.

Signed this _____ day of _____, 19_____

Return Donald E Cripe
17430 McIlhenny Pl
Lawell Ind
46356

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2011 DEC -8 AM 1:09
MICHELE REJMAN
RECORDER

