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**CONTRACT FOR
CONDITIONAL SALE OF REAL ESTATE**

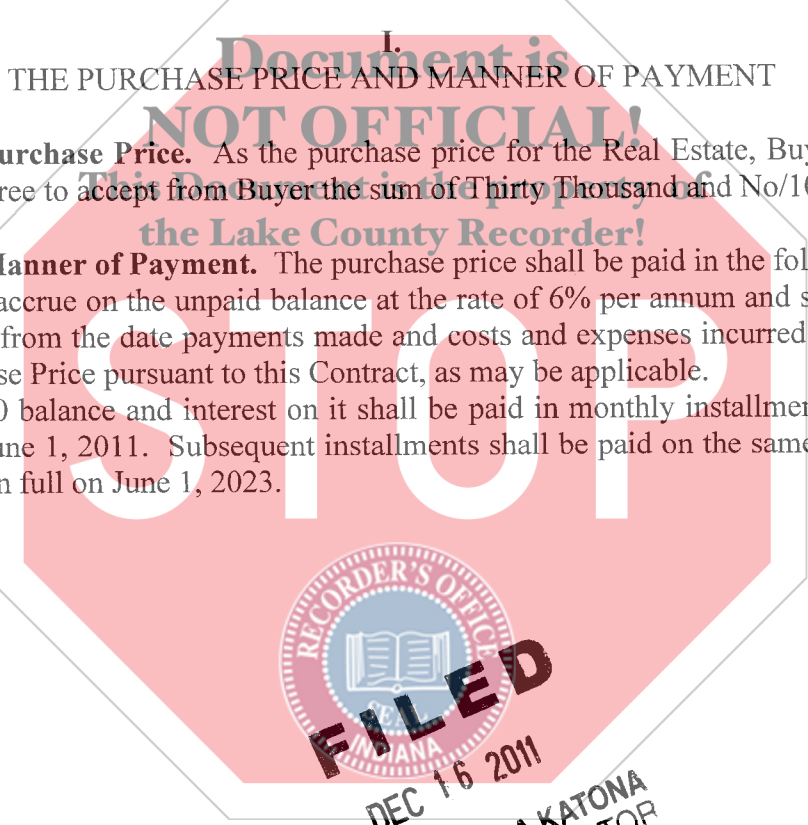
THIS CONTRACT, made and entered into by and between D.F.G. CORPORATION (hereinafter called "Sellers") and SHANE D. McCLAIN (hereinafter called "Buyer"),

WITNESSETH:

Sellers hereby agree to and do sell to Buyer, and Buyer hereby agrees to and does purchase from Sellers, 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"):

Ross EX. E. 15 Ft. L. 16 BL. 11 ALL L. 17 BL. 11
AKA 3627 W. 47th Avenue
Gary, IN 46408

Upon the following covenants, terms and conditions:



**I.
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 Sellers and Sellers agree to accept from Buyer the sum of Thirty Thousand and No/100 (\$30,000.00).

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

- (a) Interest shall accrue on the unpaid balance at the rate of 6% per annum and shall begin to accrue on May 27, 2011, 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.
- (b) This \$30,000 balance and interest on it shall be paid in monthly installments in the amount of \$292.76 beginning June 1, 2011. Subsequent installments shall be paid on the same day of each month thereafter until paid in full on June 1, 2023.

2011 DEC 16 PM 1:26

FILED
2011 DEC 16 PM 1:26
LAKE COUNTY RECORDER

AMOUNT \$ 28
 CASH CHARGE _____
 CHECK # _____
 OVERAGE _____
 COPY _____
 NON-COM
 CLERK AD

DEC 16 2011
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

030073

II.
PREPAYMENT OF THE PURCHASE PRICE

2.01. Buyer 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 amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the Unpaid Purchase Price.

III.
TAXES, ASSESSMENTS AND INSURANCE

3.01. **Taxes.** Buyer agrees to assume and pay the taxes on the Real Estate beginning with the 2011 taxes payable 2012, together with all installments of real estate taxes due and payable thereafter, and Sellers agree to pay all taxes on the Real Estate due prior to said installment. Buyer, upon written notice to Sellers, and at Buyer's expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate. Sellers 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 payable by Buyer hereunder; and Buyer shall provide to Sellers, upon request, evidence of payment of such taxes and assessments. Upon receipt by Seller of the tax bill for which Buyer is responsible, Sellers shall deliver it to Buyer within five (5) days and Buyer shall timely pay the taxes due. Upon payment of the tax bill, Buyer shall provide a copy of the paid receipt to Sellers upon Sellers' request.

3.02. **Assessments.** Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Contract, are assessed or charged to the Real Estate. Sellers agree to pay any other assessments or charges, to and including the date of this Contract.

3.03. **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.

3.04. **Insurance.** At all times during the period of the Contract, Buyer shall keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price and pay premiums on such insurance policies as they become due. Such policies of insurance shall also be issued in the name of Sellers and Buyer as their respective interest may appear, and shall provide that the insurer may not cancel or materially change coverage without at least ten (10) days prior written notice to Sellers. Buyer shall provide Sellers with such proof of insurance coverage as Sellers from time to time shall reasonable request.

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 Article III, the other party (hereinafter called "Nonresponsible Party") shall have the right at any time, without notice, to perform any such act or to make any such payment, an in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation of the part of the Nonresponsible

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 Nonresponsible Party shall not constitute a release of any obligation of the Responsible Party under this Article III or a waiver of any remedy under this contract, nor shall such exercise constitute an estoppel to the exercise by a Nonresponsible Party of any right or remedy of his for subsequent failure by the Responsible Party to perform any act or make any payment required by him under this Article III.

(c) Payments made and all costs and expenses incurred by a Nonresponsible Party in connection with the exercise of such right shall, at his option, either (a) be paid to him by the Responsible Party within 30 days after demand, or (b) 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, if Seller is the Responsible Party.

(d) In the event a Nonresponsible 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 for 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 the net amount received for the Real Estate value shall be paid to Sellers 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 Sellers, with Sellers' amount to be applied as a reduction of the Unpaid Purchase Price.

IV. POSSESSION

4.01. Sellers shall deliver to Buyer full and complete possession of the Real Estate on or before May 27, 2011. After such possession date, Sellers shall pay to Buyer Seventy and No/100 Dollars (\$75.00) per day for each day Sellers withhold possession of any portion of the Real Estate from Buyer, and such amount shall be applied to a reduction of the Unpaid Purchase Price. Such payment, however, shall not serve to extend the date upon which possession must be delivered to Buyer. Buyer's right of possession shall continue until terminated pursuant to this Contract. All utilities shall be paid by Sellers to the date possession is given.

V.
EVIDENCE OF TITLE

5.01. **Title Insurance Policy.** Sellers shall furnish Buyer, at Buyer's expense, an Owner's title insurance policy disclosing marketable title to the Real Estate to the date of execution of this Agreement, subject, nevertheless, to the following exceptions: NONE.

5.02. **Title Insurance Amount.** A title insurance policy furnished under this contract shall be in the amount of the purchase price and shall be issued by an insurer satisfactory to the Buyer.

5.03. **Additional Title Evidence.** Any additional title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of Sellers be borne by Sellers.

5.04. **Conveyance of Title.** Sellers covenant and agree 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, Sellers will convey or cause to be conveyed by Buyer, by Warranty Deed, the above-described Real Estate subject to restrictions and easements of record as of the date of possession and all taxes and assessments which are Buyer's obligations.

VI.
SELLERS' RIGHT TO MORTGAGE THE REAL ESTATE

6.01. **Mortgage Loan.** Without Buyer's consent and without obligation to Buyer except as set forth in this Section VI, Sellers shall have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage on the Real Estate (all instruments evidencing a loan(s) and a mortgage(s) securing it is hereinafter called "Loan"), provided that the terms of each loan do not conflict with the provisions of Section VI or any other provision of this Contract. Sellers shall pay each loan when due.

6.02. **Provisions of Loan.** Each Loan made by Sellers shall:

- (a) be in such principal amount that the aggregate principal balance of all Loans shall not exceed the Unpaid Purchase Price for the Real Estate;
- (b) have total periodic payments which do not exceed the periodic payments by Buyer under this Contract, and shall provide for the regular amortization rate of the principal of Sellers' Loan which exceeds the amortization rate of the Unpaid Purchase Price of this Contract;
- (c) provide for prepayment in full at Sellers' option, whether with or without premium, at any time.

6.03. **Notice of Loan.** Contemporaneously with the execution of a Loan, Sellers shall give Buyer a written notice and inform Buyer in reasonable detail of the principal amount of the Loan, the name and address of the mortgagee, the installments payable under the Loan, and such other terms as Buyer may reasonably request.

6.04. **Default of Loan.** In event of Sellers' default of a Loan, Buyer shall have the right, on behalf of Sellers, to make loan payments or to cure other defaults. Sellers, shall, upon written demand of Buyer, pay to Buyer the amount of any such payments and the costs incurred by Buyer in curing other defaults (including in such costs Buyer's attorney fees) plus interest at the rate under this Contract, interest on such amount or costs being computed from date of payment or incurring such costs until paid. Buyer shall have the option to deduct the amount of such payments, costs, and interest from payments payable under this Contract.

6.05 **Releases.** Upon payment in full by Buyer of all amounts payable under this Contract, Sellers 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.

VII.
ASSIGNMENT OF CONTRACT

7.01. **Assignment or Sale.** Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Sellers. Sellers agree to consent to such assignment or sale if (a) such assignment or sale shall not cause a Loan on the Real Estate to be declared due and payable, or be called for full payment, or subject Sellers to an increase in the interest rate of such Loan, and (b) the financial ability of the prospective assignee or purchaser from Buyer is at least equal to that of Buyer.

7.02. **Notice of Assignment or Sale.** If Buyer wishes to assign Buyer's interest in this Contract or sell Buyer's interest in the Real Estate, Sellers shall be furnished in writing a notice containing the full name, address, place of employment, telephone number of the prospective assignee or purchaser from Buyer, as well as a financial statement showing their assets, liabilities and income and expenses. Within fourteen (14) days of such notice, Sellers shall either approve or disapprove in writing the assignment or sale based solely on the criteria herein, and if disapproved, specify the reason or reasons for such disapproval. If Sellers fail to act within fourteen (14) days after such notice, Sellers' approval shall be deemed given.

7.03. **Liability.** No assignment or sale shall operate to relieve either party from liability hereon.

VIII.
USE OF THE REAL ESTATE BY BUYER, SELLERS' RIGHT TO INSPECTION
AND BUYER'S RESPONSIBILITY FOR INJURIES

8.01. **Improvements.** Buyer may materially change or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements without written consent of Sellers. However, Buyer shall not create or allow any mechanics, laborers, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Sellers' interest herein. Buyer agrees, at his own expense to 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, acts of God and public authorities excepted.. Buyer shall not commit waste on the Real Estate, and, with respect to

occupancy and use, shall comply with all laws, ordinances and regulations or any governmental authority having jurisdiction thereof.

8.02. **Sellers' Right of Inspection.** Sellers shall have the right to enter and inspect the Real Estate at any reasonable time.

8.03. **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.

IX.

BUYER'S REMEDIES ON SELLERS' DEFAULT

9.01. **Time.** Time shall be of the essence of this contract.

9.02. **Buyer's Default.** Upon the occurrence of any Event of Default, as hereinafter defined, Sellers shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Sellers' 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 Buyer for a period of sixty (60) days to pay any payment required to be made by Buyer to Sellers under this Contract when and as it becomes due and payable.
- (b) Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract.
- (c) Causing or permitting by Buyer of the making of any levy, seizure or attachment of the Real Estate or any part thereof.
- (d) Occurrence of any uninsured loss with respect to the Real Estate or any part thereof.
- (e) Failure by Buyer, for a period of sixty (60) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.
- (f) Institution of insolvency proceedings against Buyer, or the adjustment, liquidation, extension or composition or arrangement of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or, Buyer's 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.

9.04. **Sellers' Remedies.** Upon the occurrence of an Event of Default this Contract shall be considered the same as a promissory note secured by a real estate mortgage, and Sellers' remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law. Sellers may declare all of the sums secure by this Contract to be immediately due and payable, and Sellers may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate.

X.
SELLERS' DEFAULT AND BUYER'S REMEDIES

10.01. If Sellers fail to convey the Real Estate as required by this Contract, Buyer may institute legal action against Sellers for specific performance, in which case Sellers hereby acknowledge 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 seven (7) days notice from Buyer, Sellers fail 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 Sellers 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 Sellers' failure to pay amounts required of him pursuant to this Contract.

XI.
GENERAL AGREEMENT OF PARTIES

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 Sellers or Buyer consist of more than one person, each person signing this Contract as Sellers 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 may be recorded and shall be adequate notice of the provisions of this Contract 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. 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.

11.07. 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 State Post Office mail box, postage prepaid.

11.08. 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.

XII.
ADDITIONAL COVENANTS

12.01. **Realtor Commission.** Sellers shall be responsible for any realtor's fees or commissions which may apply to this transaction.


12.02. **Payment Address.** Unless otherwise notified in writing, Buyer shall mail all payments due hereunder to 739 South Arbogast Griffith, IN 46319.

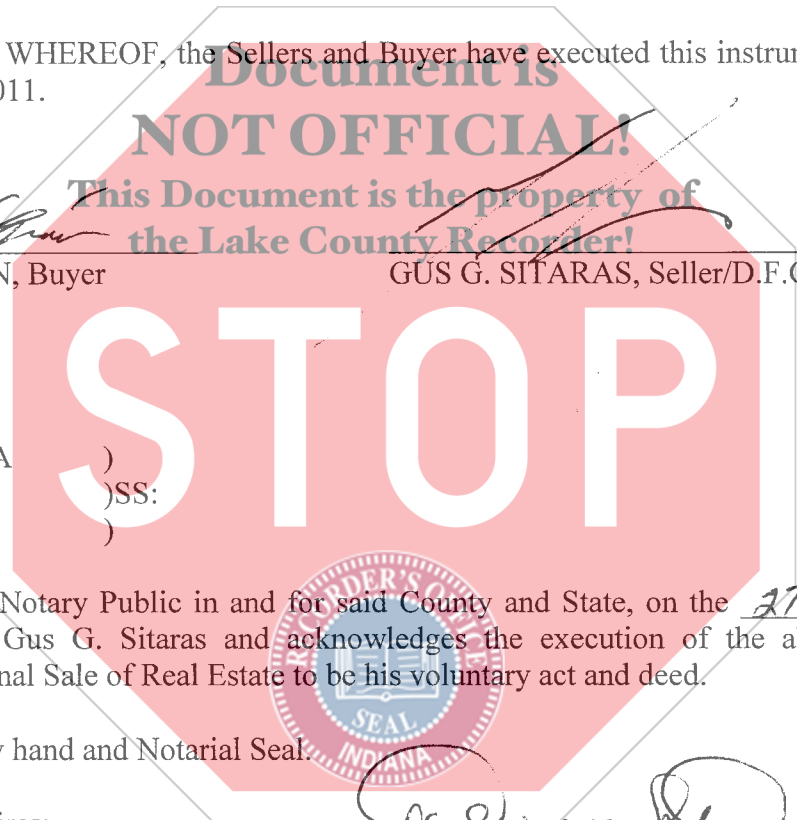
12.03. **Late Charge.** Payments which are due on the 1st of any given month must be received no later than the 15th day of the month in which the payment is due. A late charge in the amount of five percent (10%) of the late payment shall be assessed to and payable by Buyer for any payment received later than such date.

12.04 **Attorney Fees.** Except as otherwise provided in this Contract, each party shall be responsible for their own attorney fees incurred in connection with this transaction.

IN WITNESS WHEREOF, the Sellers and Buyer have executed this instrument in duplicate on this 27 day of May, 2011.


SHANE D. McCLAIN, Buyer


GUS G. SITARAS, Seller/D.F.G. Corp. Treasurer

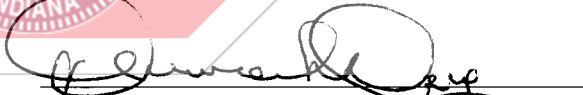


STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on the 27 day of May, 2011, personally appeared Gus G. Sitaras and acknowledges the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:
6-13-2012

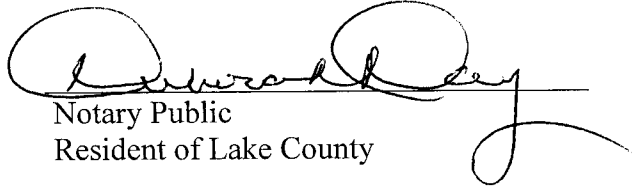

Notary Public
Resident of Lake County

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on the 27 day of May, 2011, personally appeared Shane D. McClain and acknowledges the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:
6-13-2012


Notary Public
Resident of Lake County

