

# CONTRACT SALE OF REAL ESTATE

This Agreement Witnesseth That LORRAINE S. KONWAY of PORTER  
 County, State of INDIANA (SELLER), sells to BRIAN B. KOVACH of  
LAKE County, State of IND, (BUYER), the following real estate in LAKE  
 County, Indiana, to wit:

The East 1/2 of Lot 6 in Block 2 in A. A. Lewis and Co's Calumet Home Gardens 1st Addition, as per plat thereof recorded April 16, 1936 in Plat Book 23, Page 4, in the Office of the Recorder of Lake County, Indiana.  
 Commonly known as: 7025 W. 21st Avenue, Gary, Indiana

2013 017178

STATE OF INDIANA  
 LAKE COUNTY  
 FILED  
 2013 MAR 17 AM 8:40  
 MICHAEL B. SHOFER  
 RECORDER

And the Buyer agrees to pay the Seller at 365 Rainier Road, Valparaiso, Indiana the sum of TWENTY FIVE THOUSAND AND NO/100 Dollars (\$ 25,000.00) at the time and in the manner following: ONE THOUSAND AND NO/100 Dollars (\$ 1,000.00) cash at the time of making this Contract, the receipt of which is hereby acknowledged, and THREE HUNDRED AND NO/100 Dollars (\$ 300.00) on the 1st

day of each month, hereafter until the whole remaining purchase money shall be paid in full. Without any relief whatever from valuation or appraisal laws, with attorneys' fees and interest at the rate of 2% percent per annum ( 2% %) on the amount of principal remaining due on the date of payment last preceding.. The amount of said interest, however, shall be deducted from the amount of said payments, unless herein otherwise provided, and the balance of said payments shall be applied to the reduction of said unpaid balance. It being agreed and understood that any acceptance by the Seller of payments after the same mature hereunder shall not operate as an extension of time for other payments hereunder, and shall in no manner alter the strict terms hereof. It is agreed that the Buyer may pay the entire unpaid balance of the purchase price hereunder at any time. And the said Buyer further agrees that he/she will faithfully keep an insurance on said property in the name of the Seller, in some company to be approved by said Seller, indorsed, loss payable to the parties as their interest may appear, in the sum of \$ 2,000.00 fire and property damage insurance and \$ 2% property insurance, and pay all taxes and assessments for all purposes and of all kinds whatsoever, levied and assessed upon said real estate or upon this contract, which became a lien during the year 2012 payable in the year 2013 and which may thereafter become due, including penalties and interest; and in case the said Buyer shall fail to keep and pay for such insurance, to pay any or all of said taxes and assessments whenever and as soon as the same shall become due and payable, and the Seller shall at any time provide, pay, or cause the same to be paid, the amount so paid by the Seller, including all penalties allowed and charged by law in addition to such insurance premiums, taxes, and assessments, shall with 2% percent interest thereon become an additional consideration to be paid by the Buyer for the real estate hereby agreed to be sold.

The Buyer does hereby irrevocably consent that the Seller may at any time during the life of this contract, mortgage and encumber the real estate for an amount not to exceed the balance due hereunder at the time of making such mortgage. Whenever the unpaid balance due on this contract is reduced so that it is possible to do so, the Buyer agrees to borrow a sufficient sum of money to pay in full to the Seller said unpaid balance, including interest at the rate of aforesaid, then unpaid, on this contract, at the time of procuring and receiving such loan.

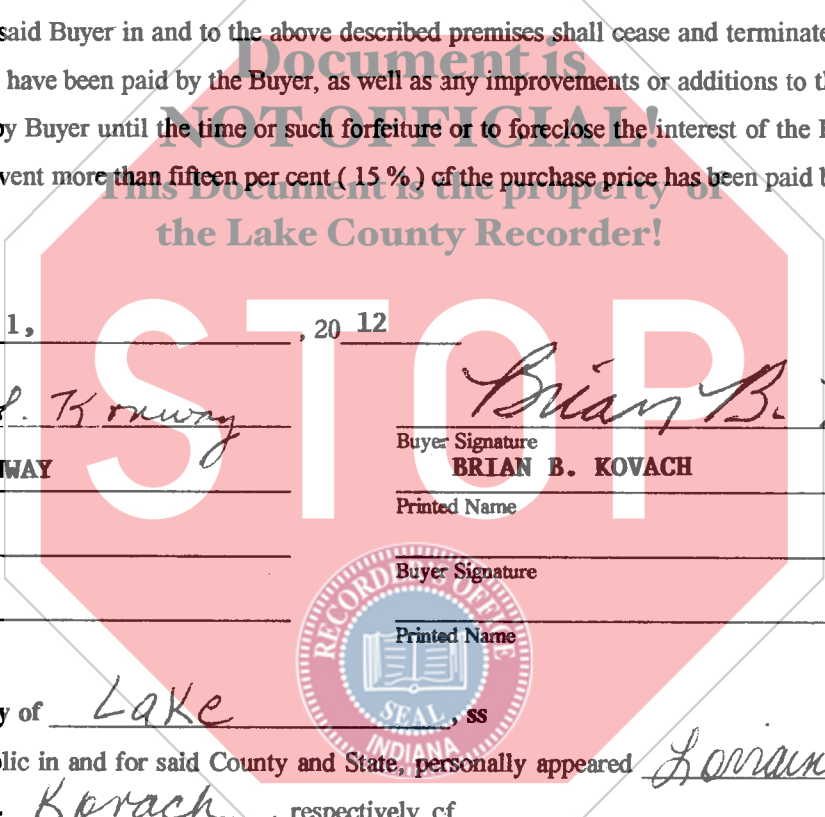
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 LAKE COUNTY AUDITOR

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And the Seller further covenants and agrees with the Buyer, that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the Buyer of all his covenants and agreements herein made, that the Seller will convey or cause to be conveyed to the Buyer by Warranty Deed, the above described real estate subject to all taxes and special assessments and to all the other conditions herein provided. At such time, the Seller shall furnish the Buyer with a title insurance policy showing marketable title, subject to the conditions herein contained in Seller to said Buyer. The Seller shall have the right, at any time, to enter upon and in said premises for the purpose of inspecting the same. The Buyer shall not assign or transfer this contract of sale, let or sublet said real estate or any part thereof, remove any improvements of any kind or character, or make any alterations, without the written consent of the Seller. This provision shall apply both to improvements now on the premises and to improvements that may be placed thereon.

In the event of the default of the Buyer, his/her heirs, executors, administrators, or assigns in the performance of all or any of the covenants and promises on his part to be performed and fulfilled, the Seller, his/her successors, assigns, or legal representatives, shall have the right to declare this contract forfeited and void, and thereupon to recover all the installments due and unpaid, together with interest thereon, as rent for the use and occupation of said real estate, and to take possession thereof, and to regard the person or persons, in possession on such termination of the contract, as tenants' holding over without permission (if that should be necessary to gain prompt possession of said real estate) and to recover all damages sustained by such holding over without permission or by means of any waste committed or suffered on said real estate, and thereupon all interest of said Buyer in and to the above described premises shall cease and terminate, and Seller shall retain all the money which may have been paid by the Buyer, as well as any improvements or additions to the real estate, as rent for the use of said property by Buyer until the time or such forfeiture or to foreclose the interest of the Buyer with any damages Seller may suffer in the event more than fifteen per cent ( 15 % ) of the purchase price has been paid by the Buyer.



This date August 1, 20 12

Lorraine S. Conway  
Seller Signature

**LORRAINE S. KONWAY**  
Printed Name

Seller Signature

Printed Name

Brian B. Kovach  
Buyer Signature

**BRIAN B. KOVACH**  
Printed Name

Buyer Signature

Printed Name

State of Indiana, County of Lake, ss

Before me, a Notary Public in and for said County and State, personally appeared Lorraine S. Conway and Brian B. Kovach, respectively of \_\_\_\_\_

who acknowledged the execution of the foregoing Contract Sale of Real Estate..

Witness my hand and official seal this date 16<sup>th</sup> February, 20 13.

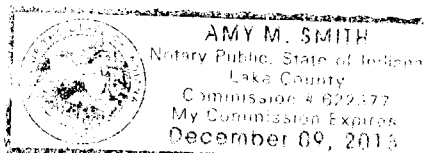
My commission expires 12/9/18 Amy M. Smith, Notary Public  
Signature

County of Residence Lake Amy M. Smith (Printed)

This instrument prepared by: LORRAINE KONWAY Resident of PORTER County

Mail to:

LORRAINE S. KONWAY  
365 RAINIER ROAD  
VALPARAISO, IN 46385



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