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Contract for Sale

Real Estate

This contract made and entered into by Carl and Linda Thomas (seller) and PATRICIA & CHRIS HARPER (buyer). Seller agrees and does sell to buyer, and buyer agrees and does purchase from seller the following described real estate (including any improvement or improvements now or hereafter located on it) in Gary, IN.

A single family dwelling located at 7261 W. 23rd Ave.

Gary, IN

A.A. LEWIS 7 CO'S CALUMET HOME

GARDENS 1ST ADD. W. 60' OF E2. OF L6 BL.5

Upon the following conditions:

The purchase price and Manner of Payment

Carl P. Thomas
CH

The buyer agrees to pay and the seller agrees to accept from the buyer the sum of Eighteen Thousand Dollars (20,000.00). There will be no down payment. The buyers shall make monthly payments of 300.00 for the house and 100.00 for taxes beginning on January 1, 2013. The unpaid balance of the purchase price will have interest at the rate of 5% annual and be computed monthly. The interest will be a fixed rate.

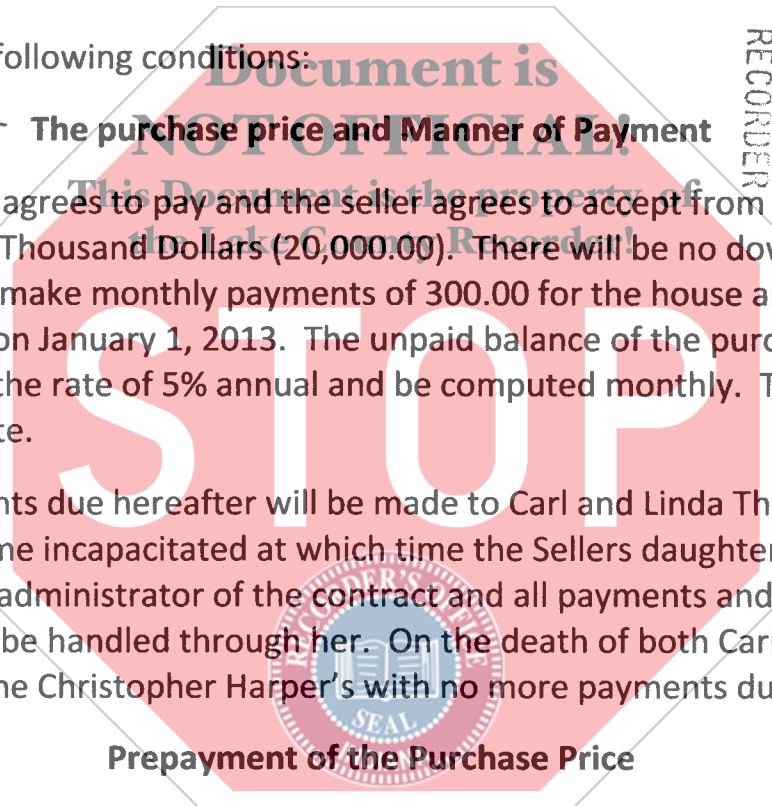
All payments due hereafter will be made to Carl and Linda Thomas unless the Sellers become incapacitated at which time the Sellers daughter Kim Harper will become the administrator of the contract and all payments and concerns of the contract will be handled through her. On the death of both Carl and Linda the house will become Christopher Harper's with no more payments due.

Prepayment of the Purchase Price

Buyer shall have the right of paying without penalty at any time any sum in addition to the payments required. It is agreed that no prepayments, except payment in full, shall stop the accrual of interest. If such prepayments are made, the next month payment will still have to be made. Within thirty days of final

2013 MAR 19 3 20 746

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2013 MAR 19 PM 3 55
MICHAEL J. DANIEL
RECORDER



FILED
MAR 19 2013
PEGGY HOLINGA KATONAK
LAKE COUNTY AUDITOR
CASH
16
CA
ME

21872

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payment, the title will be given to the Buyer and Buyer will be responsible for having the title transferred to the Buyer's name and show Seller proof of transfer. All fees for title transfer will be paid by the Buyer.

Taxes, Assessments and Insurance

1. **Taxes.** Buyer agrees to assume and pay the taxes on the real estate. The Buyer shall pay the taxes that will be due in May of 2013 and all subsequent taxes. The Buyer will be required to show Seller proof that the taxes are paid. Taxes will come in the Sellers name until the contract is paid in full.
2. **Assessments.** Buyer agrees to pay any assessments or charges on or applying to the real estate after the date of this agreement.
3. **Insurance.** Buyer agrees to keep the any improvements included on the real estate insured under fire and extended coverage policies and to pay premiums on such insurance policies when they become due. Such insurance shall be in an amount not less than the purchase price. Such policies shall be in the name of the Seller and the Buyer and shall be delivered to and retained by the Seller during the continuance of the contract.
4. The Buyer is to give proof that the taxes and insurance have been paid when they are due. If the insurance or taxes are not paid when due, the Seller will in writing notify the Buyer that if the taxes or insurance have not been paid within 10 days then the Seller has the right to go to court for termination of contract. Buyer will be responsible for all court and other expenses incurred by this action. The Seller will request that the Buyer still has to give the Seller the monies that were not paid.

Assignment of Contract

Buyer shall not sell or assign this contract, the Buyer's interest herein or Buyer's interest in the Real Estate. If the Buyer is unable or unwilling to fulfill, at any time during the life of the contract, the property will return to the Seller.

Use of the Real Estate by Buyer, Seller's Right to Inspection and Buyer's Responsibility for Injuries.

1. **Use.** The real estate may not be rented, leased, or occupied by persons other than the Buyer. Buyer may make alterations, changes and

additions to the property only with the written approval of the Seller. The Buyer will use the real estate carefully and keep the same in good repair at their own expense. No clause in this contract will be interpreted as to create or allow any contractors or other creditors of Buyer to obtain as lien or attachment against Seller's interest. Buyer will not commit waste on the real estate. In their occupancy of the real estate, Buyer will comply with all applicable laws, ordinances and regulations of Gary, Lake County, Indiana and the Federal government. In the event of Buyer's breach of contract and a reentry by Seller, Buyer will deliver the real estate to Seller.

2. **Seller's Right of Inspection.** Seller shall have the right to enter and inspect the real estate at any reasonable time.
3. **Buyer's Responsibility for Accidents.** The Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the real estate.

Seller's Action on Buyer's Default

The monthly payment of \$400.00 is due on the 1st of each month. If the payment is not paid by the 1st and no later than the 10th day of the month, a \$5.00 a day late fee will be charged at the discretion of the Seller. If the late payment is not paid by the 1st of the next month the Seller has the right to take the Buyer to court to seek termination of the contract and to the Buyer immediately evicted at the Buyer's cost. The Buyer will also be responsible for any and all insurance, taxes and other expense that was due and not paid the judgment is made.

Date 1-2-13
Seller Carl D. Thomas

Andra L. Linn
Buyer Christina Harper

Patricia Harper
Witness Kevin Paul Jankowski
Kandace S. Hauger

*State of Ind. County of Lake
Notary Public
Comm. Exp 3-1-2015*