

CHICAGO TITLE INSURANCE COMPANY

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REAL ESTATE INSTALLMENT CONTRACT

THIS CONTRACT FOR SALE is made by and between Adolph Battista ("Seller") and Kevin E. Gelatka and Jaclyn Gelatka ("Buyer").

45-10-24-301-006.000-034
ARTICLE 1 PURCHASE AND SALE

2013 089238

Purchase Agreement

1.01. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and pay for, in accordance with the terms and conditions of this Contract, the Property described in this Contract.

Description of Property

1.02. The property to be sold ("Property") is commonly known as 3459 Orchard Drive, Dyer, Indiana, County of Lake, and further described as follows: High Prairie, Unit 1, Lot 75. The Property includes permanent improvements and fixtures presently attached, if any, including but not limited to electrical and/or gas fixtures, home heating fuel, heating and central air conditioning equipment, and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, T.V. antennas, satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls, and stove, refrigerator, dishwasher, and microwave oven.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 DEC -4 AM 10:34
MICHAEL D. BROWN
RECORDER

STOP FILED
DEC 03 2013
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

ARTICLE 2 PURCHASE PRICE

Amount of Purchase Price

2.01. The total purchase price for the Property is the sum of Four Hundred Twenty-Five Thousand Dollars (\$425,000.00).

Payment of Purchase Price

2.02. Buyer agrees to pay the purchase price as follows: Two Thousand Dollars (\$2,000.00), payment of which has already been made and Seller acknowledges receipt thereof. An additional Forty-Eight Thousand Dollars (\$48,000.00) shall be paid on the date of closing. The balance shall be paid in installments of One Thousand Nine Hundred Dollars and Seven Cents (\$1,900.07) per month

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commencing on December 1, 2013, and continuing until December 31, 2015, at which time the entire unpaid principal balance shall be due and payable. Interest will be calculated from the date of this contract on the unpaid principal balance at the rate of 4.5 percent a year amortized over thirty (30) years. Each installment paid shall be applied first to interest and the balance to principal.

In addition to the above, Buyer shall pay all real estate taxes incurred at the real estate subsequent to the date of closing. Said payment shall be made directly to the office of the Lake County, Indiana, Treasurer and proof of said payment shall immediately be presented to Seller.

The Fifty Thousand Dollar (\$50,000.00) down payment by Buyer shall be and is hereby deemed nonrefundable if Buyer is unable to obtain a conventional mortgage loan to pay the entire principal balance of the purchase price on or before December 31, 2015.

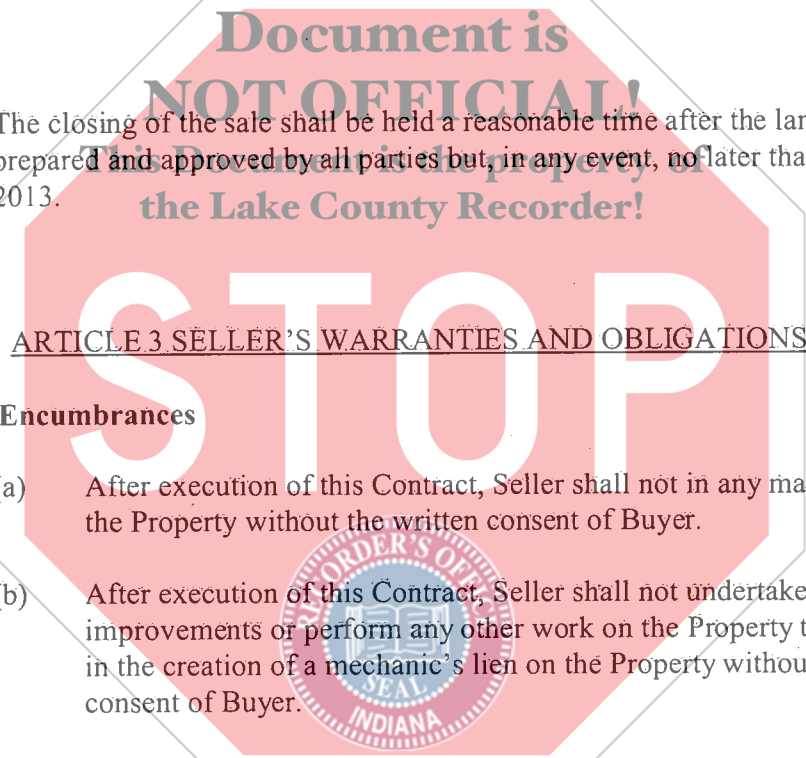
OR
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Address for Payment

2.03. All payments shall be delivered to Seller at 946 Troon Court, Schererville, Indiana 46375, or as Seller shall otherwise designate by notice to Buyer in writing.

Closing

2.04. The closing of the sale shall be held a reasonable time after the land contract is prepared and approved by all parties but, in any event, no later than October 31, 2013.



ARTICLE 3 SELLER'S WARRANTIES AND OBLIGATIONS

Future Encumbrances

- 3.01. (a) After execution of this Contract, Seller shall not in any manner encumber the Property without the written consent of Buyer.
- (b) After execution of this Contract, Seller shall not undertake any additional improvements or perform any other work on the Property that may result in the creation of a mechanic's lien on the Property without the written consent of Buyer.

Evidence of Merchantable Title

- 3.02. Seller agrees to furnish to Buyer at Seller's expense, on or before closing, the following evidence of title to the Property: owner's title insurance policy in the amount of the purchase price issued by name of title insurance company. Seller shall also provide Buyer, at closing, a copy of any existing survey.

ARTICLE 4 BUYER'S OBLIGATIONS

Taxes and Assessments

- 4.01. Except as expressly provided otherwise in this Contract, Buyer shall pay all general and special taxes, liens and charges, including all assessments of every nature, levied, assessed, or accruing on the Property after midnight on the date of closing.

Insurance

- 4.02. Buyer, during the continuance of this Contract, shall insure and keep insured, at Buyer's own cost and expense, for their full insurable value, all buildings and improvements located on the Property against loss by fire or the elements. The insurance policies shall be obtained from companies approved by Seller with the loss payable to Seller. All moneys collected by Seller from any insurance policy shall be applied by Seller to the payment of the then remaining unpaid principal balance of the purchase price specified in this Contract and the interest on the unpaid balance, in the order the Seller elects.

Buyer shall also procure and maintain public liability insurance on the Property with limits of not less than One Million Dollars (\$1,000,000.00) for each person and Three Million Dollars (\$3,000,000.00) for each accident throughout the terms of this Contract.

Utilities

- 4.03. Buyer shall pay the cost of all utilities in connection with the Property that may become due or payable on or after the date of this Contract.

Payments by Seller

- 4.04. If Buyer fails to pay any amount Buyer is obligated to pay under this Contract for taxes, assessments, insurance, or utilities within ten days before the amount becomes delinquent, Seller may pay the amount. Buyer shall repay to Seller on demand the amount paid by Seller together with interest from the date of payment by Seller to the date of repayment by Buyer at the rate of twelve (12%) percent a

year.

Destruction of Property

- 4.05. Destruction of, or damage to, any building or other improvement now or hereafter placed on the Property, or of any personal property described in this Contract, whether from fire or any other cause, shall not release Buyer from any of Buyer's obligations under this Contract. It is expressly understood that Buyer bears all risk of loss of, or damage to, the Property.

Repair and Waste

- 4.06. Buyer acknowledges that the Property and the buildings and improvements on the Property are, at the date of this Contract, in good condition, order, and repair. Buyer agrees, at Buyer's own cost and expense, to maintain the Property and the buildings and improvements in as good order and repair as they are on the date of this Contract, reasonable wear and tear excepted. Buyer shall not remove or permit the removal from the Property of any building or other improvement located on the Property without first obtaining written consent of Seller. Buyer shall not commit or permit to be committed any waste of the Property or any building or improvement on the Property. If Buyer fails to make any repairs, or commits or permits waste, Seller may elect to make the repairs or eliminate the waste, and the cost shall be immediately due and payable to Seller from Buyer, with interest, at Twelve (12%) percent per year until paid.

Alterations

- 4.07. Buyer agrees not to renovate, remodel, or alter any building or improvement now or hereafter situated on the Property, or to construct any additional building, buildings, or improvements on the Property, without giving written notice to Seller, and submitting plans, requiring Seller's written approval, for the renovation, remodeling, or construction.

Mechanic's Liens

- 4.08. Buyer shall indemnify and hold Seller and property of Seller, including Seller's interest in Property, free and clear from liability for any and all mechanics' liens or other expenses or damages resulting from any renovations, alterations, buildings, repairs, or other work placed on the Property by Buyer.

Personal Injuries

- 4.09. Buyer shall indemnify and hold Seller free and harmless from any and all demands, loss, or liability resulting from the injury to, or death of, any person or persons because of the negligence of Buyer or the condition of the Property at any time or times after the date possession of the Property is delivered to Buyer.

Observation of Regulations

- 4.10. Buyer shall keep the Property in accordance with any and all building and use restrictions applicable to the Property and shall keep the Property in accordance with all police, sanitary, or other regulations imposed by any governmental authority.

ARTICLE 5 POSSESSION AND CONVEYANCE

Possession of Property

- 5.01. Buyer shall be entitled to enter into possession of the Property described in this Contract on date of closing, and to continue in possession so long as Buyer is not in default in the performance of any of the covenants of this Contract.

Conveyance on Full Performance

- 5.02. When the purchase price and all other amounts to be paid by Buyer under this Contract are fully paid as provided for this Contract, Seller shall execute and deliver to Buyer a good and sufficient Warranty Deed conveying to buyer good and marketable title to the Property as evidenced by a title insurance policy in the full amount of the purchase price procured and paid for by Seller.

ARTICLE 6 DEFAULT AND REMEDIES

Events of Default

- 6.01. Any of the following will constitute an "Event of Default"
- (a) Failure of Buyer to pay any installment of principal or interest, or any other sum, on the date it is due under this Contract subject to a fifteen (15) day grace period
 - (b) Failure of Buyer to perform any of the other agreements, conditions, or covenants in this Contract within

ten (10) days after notice from Seller. If the failure to perform cannot reasonably be cured within the

ten (10) day period, it will not be an Event of Default if Buyer commences to cure nonperformance or noncompliance within the

ten (10) day period and diligently pursues performance or compliance to completion.

- (c) The appointment of a receiver, liquidator, custodian, trustee, (or similar official) for any substantial part of Buyer's property.
- (d) A court-ordered winding-up or liquidation of Buyer's affairs.
- (e) The commencement by Buyer of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law.
- (f) Buyer's making any assignment for the benefit of creditors, or the failure of Buyer generally to pay debts as they become due.
- (g) The commencement of any court action or proceeding to enforce any lien on, or claim against, the Property seeking to reach the interest of Buyer.
- (h) Buyer's leasing or encumbering of the Property or any part of the Property without the prior written consent of Seller.
- (i) Assignment of this Contract or any interest in this Contract except by will, intestate succession, or right of survivorship.
- (j) Desertion or abandonment of the Property by the Buyer.

Remedies

- 6.02. (a) If any Event of Default occurs:
- (1) Seller is released from all obligations in law or equity to convey the Property to Buyer.
 - (2) Buyer forfeits all rights to the Property or to possession of the Property.

- (3) Seller has an immediate right to retake possession of the Property.
 - (4) All payments made by Buyer may be retained by Seller as liquidated damages for the use of the Property, loss of time and opportunity for other sale, damage, depreciation, and wear and tear, and for all legal and other expenses involved in enforcing Seller's rights with regard to the Property.
- (b) Alternatively, if any Event of Default occurs, Seller, at Seller's option, may declare by notice to Buyer, the entire unpaid balance of the purchase price specified in this Contract to be due and payable, and may by appropriate action, in law or in equity, proceed to enforce payment.
- (c) Any rights, powers, or remedies, given or reserved to Seller by this Paragraph 6.02 shall not be construed to deprive Seller of any rights, powers, or remedies otherwise given by law or equity.

Attorneys' Fees and Costs

- 6.03. Buyer shall pay to Seller all costs and expenses, including attorneys' fees arising out of this Contract from any action for enforcement of the provisions of this Contract or from an action to which the Seller may be made a party by reason of being a party to this Contract.

ARTICLE 7. ADDITIONAL PROVISIONS

- 7.01. Both Buyer and Seller agree that this Contract constitutes the sole and only agreement between them respecting the Property, and that it correctly sets forth their obligations to each other as of the date of the Contract.

Notices

- 7.02. Any and all notices or other communications required or permitted by this Contract or by law to be served on either party by the other party shall be in writing and shall be deemed duly served and given when deposited in the United States mail, first class postage prepaid, addressed to Buyer at the address of the Property or to Seller at 946 Troon Court, Schererville, IN 46375. Either party may change that party's address for the purpose of this Paragraph by giving written notice of the change to the other party in the manner provided in this Paragraph.

Recording

- 7.03. Within fifteen (15) days after the execution of this Contract by Seller and Buyer, Seller will cause a copy of this Contract or Memorandum of this Contract to be recorded in the Office of the Recorder, of the county where the property is situated.

Heirs and Successors

- 7.04. This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties. However, nothing contained in this Paragraph shall be construed as a consent by Seller to any assignment of this Contract or of any interest in this Contract by Buyer except as provided in Paragraph 7.05 of this Contract.
- 7.05. Neither this Contract nor any interest in this Contract shall, except by will, intestate succession, or right of survivorship, be assigned by Buyer either voluntarily, involuntarily, by operation of law, or otherwise. Neither the Property nor any part of the property shall be leased by Buyer without written consent of Seller.

Time of Essence

- 7.06. Time is expressly declared to be of the essence of this Contract.

Waiver

- 7.07. The waiver of any breach of this Contract by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by Seller to exercise any right or power provided by this Contract shall not constitute a waiver of the right or power, or acquiescence in any default on the part of Buyer. The acceptance of any payments made by Buyer in a manner or at a time other than as required by the terms and conditions of this Contract shall not be construed as a waiver or variation of the terms and conditions of this Contract. Any default on the part of Buyer shall be construed as continuous, and Seller may exercise every right and power under the contract at any time during the continuance of the default, or on the occurrence of any subsequent default.

Prepayment

- 7.08. Buyer may make additional payments or pay the entire principal prior to maturity without charge or penalty.

Applicable Law

7.09. This Contract shall be governed by the laws of the State of Indiana.

Executed at Lake County, Indiana on October 11, 2013.

SELLER:

Adolph Battista

ADOLPH BATTISTA

BUYER:

Kevin E. Gelatka

KEVIN E. GELATKA

Jaclyn Gelatka
JACLYN GELATKA

Document

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This Document is the property of
the Lake County Recorder!

This instrument was prepared by:

James A. Harris
9719 Prairie Avenue
Highland, IN 46322
(219) 924-5141

STOP

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. J. HARRIS

