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**NO LIEN CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE**

Key 45-07-01-353-011-000-004

This agreement made and entered into by and between **Nomad Academic & Tutoring, Inc.**, hereinafter called "SELLER" and **5901 Building Group, LLC** hereinafter called "BUYER".

Witnessed:

WHEREAS, Seller hereby agrees to and does sell to BUYER and BUYER hereby agree to and do purchase from SELLER the following described real estate in Lake County, Indiana, hereinafter called "REAL ESTATE"

All those lots or parts of lots lying Northerly of a line which is Northeasterly of, parallel with and distant 150 feet by rectangular measurement from the centerline of Michigan Central Railroad Company's Eastbound Main Track, as now located and constructed, said lots being described as follows: Lots 27 to 30 both inclusive, Block 1; Lots 21 to 24, both inclusive, Block 2; East Hyde Park Addition to Tolleston, in the City of Gary, as shown in Plat Book 2 page 28 in Lake County, Indiana, specifically excepting and excluding from the above described lots any and all parts thereof lying Southerly of the said line; also specifically excepting and excluding any interest in any and all parts of the North and South Streets and alleys adjoining the above described lots lying Southerly of the said line.

Lots Numbered 31 to 51, both inclusive, Block 1; Lots 1 to 20 both inclusive, Block 2 as shown on the recorded plat of East Hyde Park Addition to Tolleston recorded in Plat Book 2 page 28 in the Office of the Recorder of Lake County, Indiana.

**THE PURCHASE PRICE AND MANNER OF PAYMENT:**

- 1. THE PURCHASE PRICE:** As to the purchase price for the Real Estate, Buyer agrees to pay to the Seller and Seller agrees to accept the sum of ONE HUNDRED SIXTY THOUSAND (\$160,000.00) DOLLARS.
- 2. THE PURCHASE PRICE SHALL BE PAID AS FOLLOWS:** Cash down payment \$26,000.00 has already been paid plus \$20,000.00 shall be due on the date of closing; interest rate on the unpaid balance, one (1%) percent per month on the declining balance; monthly

13-46363 HOLD FOR MERIDIAN TITLE

2014 016624

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2014 MAR 21 AM 11:52  
MICHAEL B. BROWN  
RECORDER

**FILED**  
MAR 20 2014  
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

011389

\$20.00  
non-10m  
M-E  
M-T

payment \$20,000.00 per month on principal; first payment shall be due thirty (30) days after closing; Amortization 5 months, final payment is due in August , 2014; interest on remaining balance shall commence the day after closing; no prepayment penalty for early payoff; a thirty (30) day default period for any time provisions; Contract shall be paid in full after the August, 2014 payment. Payments more than ten (10) days late shall include an additional penalty of \$500.00.

The final payment due in August, 2014 will include the principal balance, as well as any and all interest which has accrued during the term on the contract period.

## II

### TAXES

Seller warrants that no taxes or assessments are due on the real estate.

**Document is NOT OFFICIAL!**

**FINAL PAYMENT**

Seller covenants and agrees with Buyer that upon the payment of the money at the time and manner heretofore specified. And the prompt and full performance by the Buyer of all covenants and agreements herein made, that the Seller shall convey or cause to be conveyed to the Buyer, by Warranty Deed, the above described Real Estate, with good and marketable title subject to all of the other conditions herein provided, and further subject to any liens or encumbrances created by the Buyer herein.

## IV

### NONASSIGNABILITY

During the term of this Contract. Parties shall not enter into any agreement to transfer any interest in this Contract or the Real Estate, including leasing of any or all of the property to third parties without the written consent of the Sellers.

## V

### USE OF THE REAL ESTATE BY BUYERS

1. **CONDITION OF PREMISES:** BUYER has inspected the premises, and accepts same "as is".

2. **USE:** No clause in this Contract shall be interpreted so as to create or allow any mechanic's lien, labor lien, material lien, or other creditors of the BUYER or any assignee of the BUYER to obtain a lien or attachment against the SELLER'S interest herein. In the occupancy of the Real Estate the BUYER shall comply with all laws, ordinances and regulations of the Nation, State of Indiana, the County of Lake and the City of Gary, Indiana.

## VI

### DEFAULT BY EITHER PARTY

In the event of default and the failure to cure in a reasonable time, either Party may be entitled to sue the other party for specific performance, rescission, damages or any remedy at law or equity. If either Party sues the other to collect damages, the unsuccessful Party shall be obligated to pay the successful Party's reasonable costs and attorney's fees as part of any judgment recovered.

## VII

### GENERAL AGREEMENTS OF PARTIES

1. All covenants hereof shall extend and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notice to be given hereunder shall be deemed sufficiently given when:
- Served on the person to be notified, or
  - Placed in an envelope directed to the person to be notified at his or her last known address, depositing in the United States Post Office Mail with sufficient postage affixed, prepaid, certified, return receipt requested.
2. Buyer agrees to carry, or cause to be carried, during the Term hereof Commercial General Liability Insurance on the Demised Premises, naming Seller as an additional insured. Buyer further agrees to carry all risk property insurance covering, fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage insuring the Demised Premises for an amount ample to pay off the contract balance. Buyer, upon request, shall furnish Seller

a certificate of such Property Insurance. Seller agrees that it shall not have any right, title or interest in and to Buyer's Property Insurance, or any proceeds therefrom above the contract balance.

3. This Agreement contains the entire agreement between the Parties and may not be amended, except in a writing agreed to by all Parties.

4. This agreement or Memorandum of same, may be recorded.

IN WITNESS WHEREOF THE SELLER AND BUYERS have executed this instrument in duplicate on the 17<sup>th</sup> day of

March, 2014.

SELLERS:

Nomad Academic & Tutoring, Inc.

BUYERS:

5901 Building Group, LLC.

By: [Signature]  
Leo J. Pope, Its President

By: [Signature]  
Andy Young, its Manager

STATE OF INDIANA )

COUNTY OF LAKE )

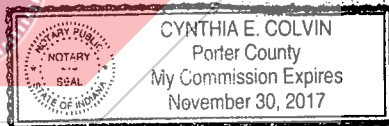
Before me, the undersigned, a Notary Public in and for said County, this 17<sup>th</sup> day of March, 2014, appeared Leo J. Pope and acknowledged the execution of the foregoing instrument. Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

County of Residence \_\_\_\_\_



[Signature]  
Notary Public



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. Gregory S. Reising, Attorney at Law

This instrument prepared by:  
GREGORY S. REISING  
Attorney at Law  
607 S. Lake St.  
Gary, IN 46403

*Mail tax bills to:  
5901 Building Group, LLC  
Box 641216  
Gary, IN 46401*

