SALE OF REAL ESTATE

THIS CONTRACT, FOR CONDITIONAL SALE OF REAL ESTATE, made and entered into by and between CHARLES JEWETT, hereinafter "Seller", and William and Lori Morgan, hereinafter "Buyer".

WITNESSETH:

Sellers hereby agree to and do sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described Real Estate and improvements, if any, in Lake County, Indiana, hereinafter called "Real Estate":

SEE ATTACHED EXHIBIT "A"

upon the following covenants, terms and conditions:

SECTION 1. THE PURCHASE PRICE AND MANNER OF PAYMENT.

Purchase Price. As the Purchase Price for the Real Estate, the Buyer agrees to pay Seller and the Seller agrees to accept from the Buyer the sum of Forty Thousand and 00/100 (\$40,000.00) Dollars, payable as follows.

Manner of Payment. The Purchase Price shall be paid in the following manner:

- (a) The sum of Two Thousand and 00/100 (\$2,000.00) Dollars as down payment upon the execution and delivery of this Contract.
- (b) The Unpaid Purchase Price of Thirty-eight Thousand (\$38,000.00) Dollars shall bear interest at the rate of Six percent (6%) per annum. Interest at such rate shall begin to accrue from the date of this Contract, or from the date payments made and costs and expenses incurred by the Seller are added to the Unpaid Purchase Price pursuant to this Contract, as may be applicable. In the event of any default of payment of any amounts due and owing under the Contract, all amounts owed hereunder shall bear interest at the rate of Twelve percent (12%) per annum.
 - (c) The Unpaid Purchase Price and interest on it shall be paid as follows:

1. Monthly installments of Six Hundred (\$600.00) Dollars shall

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PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR

LEGAL DESCRIPTION EXHIBIT "A"

LOT 2 AND THE SOUTH 28 FT. OF LOT 1, IN THE NORTH ½ OF BLOCK 25 DALECARLIA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28 PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as:

15603 COLFAX LOWELL, IN 46356

daxes: 12700 Havenwood pass Cedar Lake In. 46,303



be paid each month, beginning **July 1st, 2014**, and like payments due on the 1st day of each month thereafter, and payable on the **1st** day of each month:

- 2. Any monthly installments along with any unpaid costs or expenses shall be due and payable in full on July 1, 2015.
- (d) Buyer shall have a grace period of **Seven (7)** days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in the amount of Ten and 00/100 (\$10.00) Dollars per day shall accrue and be immediately due and payable.
- (e) Each installment received by Seller shall be applied: first to accrued late charges, then to interest accrued to the due date of such installment, then to real estate taxes, and then to the reduction of the Unpaid Purchase Price. Interest shall be computed in arrears.
- (f) Each payment under the Contract shall be sent to the Seller at such address as the Seller shall provide to the Buyer.

SECTION 2. PREPAYMENT OF PURCHASE PRICE. A L.

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The Buyers 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 Buyers make any payment that
constitutes full payment of the Unpaid Purchase Price.

SECTION 3. TAXES, ASSESSMENT, INSURANCE, AND CONDEMNATION.

Taxes. The Buyer agrees to assume and pay the taxes on the Real Estate as they become due. The real property tax billing shall be received by the Seller and provided to the Buyer who shall pay Seller the amount required to be paid. The Buyer shall pay tax amounts owed to Seller within Seven (7) days from receipt of the billing notice from the Seller. The Buyer, upon written notice to Seller, and at Buyer's expense, may contest on behalf of the Parties any changes in the assessed value of the Real Estate. The Seller 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 to Buyer hereunder. The Buyer shall provide to Seller, upon

STATE OF INDIANA)	
) SS: COUNTY OF LAKE)	
JULL, 2014, personally appear	and for said County and State, on this day of red CHARLES JEWETT, and acknowledged the Contract for Conditional Sale of Real Estate to be
WITNESS my hand and Notai	rial Seal.
NICOLE J. WALKOWIAK Lake County	Notary Public, a Resident of
My Commission Expires May 15, 2016	Lake County, Indiana
My Commission Expires:	
May 15, 2016	
STATE OF INDIANA) S\$NOT OFFICIAL! COUNTY OF LAKE This Document is the property of Before me, a Notary Public in and for said County and State, on this day of, 2014, personally appeared William and Lori Morgan, and acknowledged the execution of the above and forgoing Contract for Conditional Sale of Real Estate to be their voluntary act and deed.	
WITNESS my hand and Notal	rial Seal.
NICOLE J. WALKOWIAK Lake County Wy Commission Expires May 15, 2016 My Commission Expires: M. 2016	Notary Public, a Resident of Lake County, Indiana
July 10, acres	

request, evadence of payment of such taxes and assessments. Any monthly payments made by the Buyer to satisfy the payment of Real Estate taxes shall be applied by Seller to such payment at the proper time to satisfy Buyer's responsibilities hereunder.

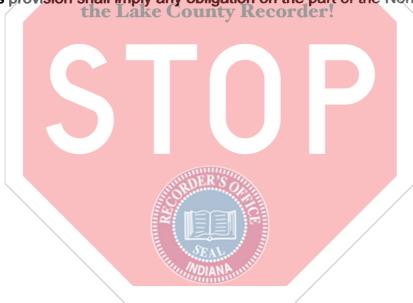
<u>Insurance</u>. The Buyer agrees to provide proof of insurance at time of contract and shall maintain until contract is fulfilled.

Assessments. The 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. The Seller agrees to pay any such assessments or charges, to and including the date of this Contract.

<u>Penalties</u>. The Buyer agrees 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.

Rights of Parties to Perform Other's Covenants.

(a) If One (1) of the Parties hereto (hereafter called "Responsible Party") fails to perform any act or to make any payment required by this Section 3, the other Party (hereafter called "Non-Responsible Party") shall have the right at any time and without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of the Non-Responsible



- E. <u>Severability</u>. If any term, provision, condition or covenant of this Contract, or the application thereof, to any party or circumstance shall to any extent be held invalid or unenforceable the remaining terms, provisions, conditions or covenants of this Contract shall not be affected thereby, in this Contract, in each term, covenant and condition of this Contract shall otherwise be valid and enforceable to the fullest extent permitted by applicable Law.
- F. <u>No Waiver</u>. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by any other party shall not be construed as a waiver or any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.
- G. <u>Binding Effect</u>. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and assigns.
- H. <u>Headings</u>. The headings and captions in this Contract are for convenience and ease of reference only and shall not be issued to construe, interpret, expand or limit the terms of this Contract.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Contract on this / day of July , 2014.

This Document is the property of

SELLER

the Lake County BUYER

CHARLES SEWETT

William Morgan

Lor Morgan

SOCIAL SECURITY NUMBER

William 334-70-0677

Lori 332-72-0898