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REAL ESTATE CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2017, Sigmund W. Kil and Karen L. Kil, as Trustees for the Sigmund and Karen Kil Trust, hereinafter collectively known as "Seller", and Auto Everything, Inc. an Indiana for Profit Company, hereinafter known as "Purchaser".

WHEREAS, Seller owns a fee simple interest in certain real estate located in the City of Hammond, County of Lake County, State of Indiana, and commonly referred to as 3100 Sheffield Avenue, Hammond, Indiana and more particularly described as follows:

PT S1/2 SE1/4 S.13 T.37 R.10 LY'G NW OF SHEFFIELD 7 NE OF TOLL ROAD 7 S. OF CLINE AVE containing 2.63 AC more or less

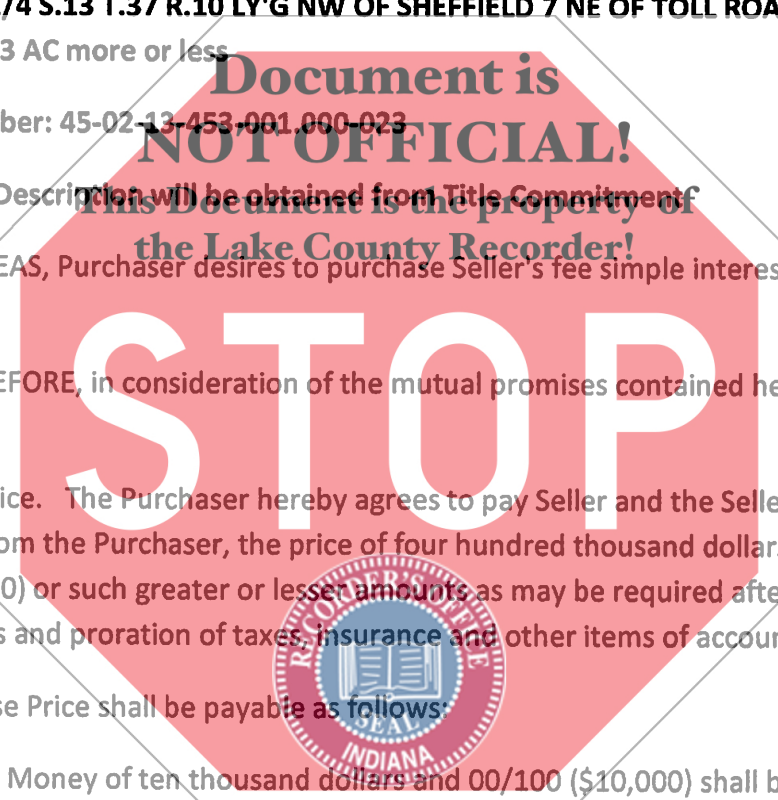
Parcel Number: 45-02-13-453-001-000-023

Final Legal Description will be obtained from Title Commitment

AND WHEREAS, Purchaser desires to purchase Seller's fee simple interest in the said property.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Purchase Price. The Purchaser hereby agrees to pay Seller and the Seller hereby agrees to accept from the Purchaser, the price of four hundred thousand dollars and 00/100 (\$400,000.00) or such greater or lesser amounts as may be required after credit adjustments and proration of taxes, insurance and other items of account.
2. The Purchase Price shall be payable as follows:
 - (a) Earnest Money of ten thousand dollars and 00/100 (\$10,000) shall be applied to the Purchase Price upon signing this agreement.
 - (b) The balance of the Purchase Price shall be payable in sixty (60) monthly payments in the amount of two thousand three hundred seventy six and 00/100 (\$2,376.00) the first payment being due on or before the first of each month thereafter. In addition, a balloon payment in the amount of two hundred ninety nine thousand one hundred twenty eight and 09/100 (\$299,128.09).
 - (c) Purchaser can pay seller in full earlier; if desired without penalty.



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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MICHAEL J. BROOK
RECORDER

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

3. **Earnest Money Deposit.** Purchaser herewith tenders an additional thirty thousand dollars and 00/100 (\$30,000) as earnest money deposit. The earnest money shall be held by Seller and shall be applied to the purchase price and shall be credited first to any portion thereof payable in cash at the time of closing. The earnest money shall be returned immediately to Purchaser if Purchaser does not receive Zoning/Governmental approval per attached addendum.
4. **Purchaser's Contingency, Damages and Waste.** This agreement is further conditioned upon delivery of the improvements now existing on the Property in their present condition.
5. **Title and Title Evidence.** The Seller shall furnish marketable title and shall convey the property free of liens, encumbrances, easements, restrictions, rights and conditions of record or known to Seller, other than the following: (a) current taxes not yet payable and liens arising there from. (b) covenants, conditions, restrictions and public utility easements of record, if any. (c) zoning regulations and local ordinances. Seller shall furnish an owner's title insurance policy insuring the title in the amount of the purchase price, issued by a title company, Seller shall have a reasonable time within which to cure such objections. On Seller's failure to furnish marketable title within thirty (30) days of receipt of the balloon payment described in paragraph 2(b), Purchasers may either cancel the Agreement and receive back its balloon payment or enforce specific performance.
6. **Conveyance.** Conveyance shall be by Trustees' Deed, with warranties of title subject only to the exceptions described in Section 5 hereof, in proper statutory form for record and shall be duly executed and acknowledged so as to convey to the Purchaser the fee simple title of the premises, free from all liens and encumbrances, except as stated herein. Purchaser shall pay the cost of the preparation of Seller's Deed.
7. **Ingress/Egress Easement.** Notwithstanding anything to the contrary, on or before the date of the final balloon payment, the parties agree that Seller or its assign shall be granted a non-exclusive blanket ingress/egress easement across the property to allow access to two parcels of land included in the purchase which contain billboard signs. The easement shall inure to and bind the heirs, executors, administrators, trustees, assigns of the Parties and any other person, persons or other entity that shall become owner of the real estate subject to the easement and shall constitute a covenant running with the land.
8. **Survey.** Seller Agrees to provide Purchaser with any survey(s), records, studies and/or reports related to the said property in its possession.

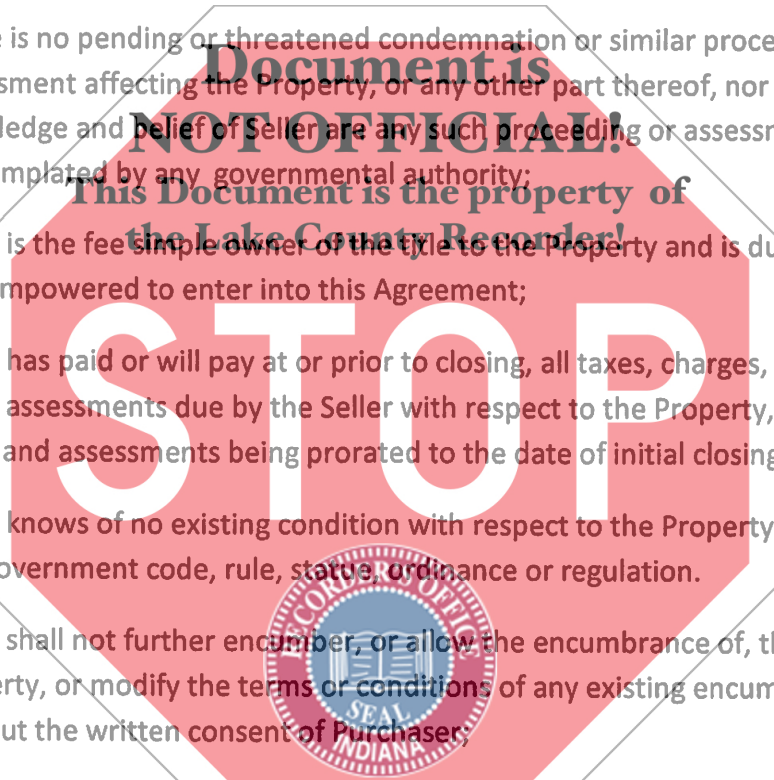
9. Proration of Taxes and Special Assessments. Real estate taxes and assessments, if any shall be prorated to the date of initial closing. Casualty and liability insurance owned by Seller may be canceled as of the closing date.
10. Real Estate Taxes and Utilities. After the date of signing of this Contract and during its term, Purchaser agrees to pay all the real estate taxes, assessment, utilities and other expenses common to land ownership. Property taxes to be escrowed with seller.
11. Maintenance. Purchaser shall keep the Premises in a clean and sanitary condition and in good condition and repair as they were at the commencement of this contract, ordinary wear and tear excepted. Purchaser shall dispose of all garbage in appropriate disposal facilities. Purchaser shall be solely responsible for the upkeep and repair to the premises and shall comply with all applicable laws, rules and ordinances relating to ownership and/or operation of the property and shall keep the property in a safe and slightly manner at all times. Purchaser shall not substantially alter the premises without the written approval of Seller.
12. Seller's Inspection Rights. Seller shall have the right to inspect the property during ordinary business time by providing twenty-four (24) hour notice to Purchaser.
13. Liens. The parties agree that except for the existing mortgage encumbering the property, which mortgage shall be released and removed from title at the time of, or before, final closing and recording of deed, neither Purchaser nor Seller shall suffer or permit any mechanic's lien, judgment lien, mortgage or other lien of any nature whatsoever to attach to or be against the property.
14. Indemnity and Insurance. Purchaser shall indemnify Seller for, defend Seller against, and save Seller harmless from any liability, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property on or about the Premises resulting from the use, misuse, occupancy, possession, or vacancy of the Premises by Purchaser, its agents, employees, licensees, invitees or guests. Except where any loss, cost, injury or damage is the result of Seller's sole fault or negligence, Seller shall not have any liability for any liability for any loss, cost, injury or damage to the Premises, to Purchaser or Purchaser's employees, agents, licensees, invitees or guests or to any property of such persons. Except as set forth under this Section 14, Seller shall not be responsible or liable for loss or damage to the contents of any improvements on the Premises, regardless of who owns the contents and regardless of how or by whom the loss or damage is caused.

At its sole cost and expense, Purchaser obtain and thereafter maintain in full force and effect, at all times during the lease term and any extension thereof, liability insurance. Such coverage shall be adequate to protect against liability for damage claims through use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of five hundred thousand dollars (\$500,000.00) for each person injured, one million dollars (\$1,000,000.00) for any one (1) accident and one million dollars (\$1,000,000.00) for each occurrence of property damage. The insurance policies shall list Seller as an additionally insured. Each insurance policy furnished under this Section 14 shall be issued by a responsible insurance company acceptable to Seller which company shall be authorized to do business in Indiana, and such insurance coverage may be written under a blanket policy or policies obtained by Purchaser, which policy or policies may include other real estate owned or leased by Purchaser.

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- STOP**
15. **Condemnation.** In the event of the condemnation or taking eminent domain of any interest that is the subject of this contract, Purchaser shall be made a party to any related proceedings, and Purchaser and Seller shall jointly decide the amount of any award to be accepted or whether the amount of such award shall be determined by trial in the courts. The amount of such award by agreement, or after trial or otherwise, shall be paid to Seller, but the amount shall be applied as an additional payment toward the remaining principal. If the amount of the award is greater than the remaining principal, Seller shall pay to Purchaser the difference between the amount of the award and the remaining principal. Each Party shall be responsible for their own attorney fees.
16. **Challenging of Taxes.** Purchaser shall have the right to contest or review by legal proceedings or in any other manner that Purchaser may deem suitable, free of expense to Seller, but if necessary, in the name of Seller, any increase in real estate taxes or assessment with respect to any fiscal period ending after the date of this contract. In any such proceedings, Seller agrees to execute the documents as may be necessary for the purpose of the contest, and Purchaser shall have the right to bring such proceedings in its own name or in the name of the Seller.
17. **Initial Closing.** The initial transaction provided for herein, shall be closed as soon as possible to the the 1st day of December 2017 or upon the Party's mutual agreement.
18. **Closing costs, Expenses and Other Obligations.** Purchaser and Seller shall pay half of the closing costs and expenses, and other obligations respecting the transaction, including but not limited to an owner's title insurance policy.

19. **Default by Seller.** If the Seller is unable or unwilling to convey title in accordance with the terms of this Agreement, Purchaser shall have the right to proceed to protect its legal interests in an appropriate court subject to paragraph (30).
20. **Default by Purchaser.** If Purchaser breaches the terms of this agreement and fails to resolve the same within fifteen calendar days, Seller has the right to declare the Contract void after 30 day notice to cure has been sent then eject the Purchaser from the premises and sell the real estate to another party. Any proceeds from a sale resulting from a breach shall first be applied to any outstanding balance owed to Seller. The balance of the proceeds fail to satisfy the outstanding balance owed by Purchaser to Seller, including its costs and attorney fees. Seller shall have the right to collect the remaining balance from Purchaser in an appropriate court subject to paragraph (30). During times of Purchaser's breach, simple interest in the amount of eight (8%) shall accrue on the outstanding balance until the breach is cured or the balance is paid in full.
21. **Sales Commission.** The parties acknowledge that Ascent Real Estate Advisors have assisted in this matter and that Seller and Buyer shall split sales commission, the amount of four percent (4%) of the purchase price to Ascent under the following terms: To be determined between Seller, Purchaser and Ascent Real Estate Advisors at time of initial closing and the amount of five hundred thirty four dollars (\$534.00) quarterly from monthly payments until the balance of the commission has been paid in full.
22. **Notice.** All notices to either party hereunder shall be given to that party at the address which appears below their signatures on this Agreement by registered or certified mail, return receipt requested and shall be deemed to have been received on the day following the mailing thereof.
23. **Facsimile Reproduction.** This Agreement may be executed simultaneously or in two (2) or more counterparts, each of which shall be declared an original, but all of which together shall constituted one and the same document. Delivery of this Document may be accomplished by facsimile reproduction and if so, the original document shall be promptly executed and delivered, if requested.
24. **Continuing Covenants and Merger.** All covenants contained herein shall bind and the benefits and advantages shall inure to the respective heirs, executors and administrators of the respective parties hereto. No verbal agreements have been made which alter or supplement this Agreement and this Agreement, and any attachments or exhibits, which are made a part hereof, reflects the full understanding of all parties.

25. Sales Disclosure, Warranties and Representation. The Purchaser acknowledges that it has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth herein.
26. Representation and Warranties of Seller. Seller represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of closing date and such representations and warranties shall survive the closing:
- A. There are no parties in possession of any portion of the Property as lessees, Purchasers at sufferance, or trespassers except as disclosed herein;
 - B. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any other part thereof, nor to the best knowledge and belief of Seller are any such proceeding or assessment contemplated by any governmental authority;
 - C. Seller is the fee simple owner of the title to the Property and is duly authorized and empowered to enter into this Agreement;
 - D. Seller has paid or will pay at or prior to closing, all taxes, charges, debts, and other assessments due by the Seller with respect to the Property, said real estate taxes and assessments being prorated to the date of initial closing;
 - E. Seller knows of no existing condition with respect to the Property which violates any government code, rule, statute, ordinance or regulation.
 - F. Seller shall not further encumber, or allow the encumbrance of, the title to the Property, or modify the terms or conditions of any existing encumbrances, if any, without the written consent of Purchaser;
 - G. There are no attachments, executions, assignments for the benefits of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or the Property;



- H. To the best of Seller's knowledge and belief, there is no lead-based paint, radon, mold, or biological contaminants on the Property; the Property is not contaminated with any toxic waste or hazardous substance, the Property contains no asbestos or PCBs; the Property does not appear on any state or federal CERCLA (Comprehensive Environment Responsibility Compensation and Liability Act) the Property contains no underground storage tanks; and the Property is not subject to the Indiana Responsible Property Transfer Law.
27. Proper Parties to Execute. The parties hereby warrant that they are the appropriate and proper persons to enter into this agreement and that they have the right and authority to execute the same.
28. Parties Bound by this Contract. This contract shall apply to and bind the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties to this contract.
29. Assignment. Purchaser shall not assign or convey any of its rights in this contract nor shall it lease the premises to another party without the written approval of Seller.
30. Interpretation of Contract. This contract shall be governed by, construed, and endorsed in accordance with the laws of the State of Indiana. The parties agree that any legal action involving this Contract shall be brought in the appropriate State Court in the County of Lake, State of Indiana. Any party which brings a successful claim against a breaching party shall be entitled to recovery of its costs, including but not limited to attorney fees and courts costs. If any provision of this contract is held invalid, illegal, void or unenforceable by any rule, law, administrative order, or, judicial decision, all other provisions of the contract shall remain in full force. Time shall be of the essence of this contract.
31. Entire Agreement and Modification. This contract contains the entire agreement between the Parties and may not be amended, modified or supplemented excepted by written instrument signed by all the Parties hereto. This contract supersedes all prior agreements and negotiations with respect to the subject matter hereof.
32. Seller's Inspection Rights. Seller shall have the right to inspect the property during ordinary business hours by providing twenty-four (24) hour notice to Purchaser.
33. Memorandum of Contract. Contemporaneously with the execution of this Contract, the Parties shall execute a Memorandum of Contract which shall be recorded in the office of the Recorder of Lake County Indiana as evidence of the Parties agreement.

34. Binding on Heirs, Time of Essence. This agreement shall insure the benefit of and be binding upon their heirs, executors, administrators, successors and assigns of the seller and Buyer. Time is of the essence. It is further agreed that the property shall convey at the passing of both Karen and Sigmund Kil. The Deed and Bill of Sale shall be immediately issued to the Buyer. Included in the sale are the sign plots by agreement the transfer of will take place only after Sellers no longer maintain a need for them or at their demise. Furthermore, these areas shall not be used for any business (other than the existing signs) as to not comingle business as it is prohibited. Retrospectively the Buyer will maintain life insurance as to protect the Seller should this contingency arise. Sellers shall be listed as primary beneficiary for balance of contract for Deed. Seller pays taxes on sign parcels until time of transfer to Purchaser.

35. This private mortgage contract is for the property (real estate) two hundred thousand and 00/100 (\$200,000.00) and business part equipment & contents two hundred thousand and 00/100 (\$200,000.00) totaling four hundred thousand and 00/100 (\$400,000.00).



Purchaser:
Auto Everything, Inc.

Seller:
Sigmund and Karen Kil Trust

Thomas McDowell

Sigmund Kil

Thomas McDowell, President

Sigmund Kil, Trustee



Karen L. Kil

Karen Kil, Trustee

12-08-17

12-08-2017

Date

Date

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P.O. Box 1121

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