

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between Xavier V. Becerra and Lisa D. Becerra (hereinafter called "Seller") and Anthony Joseph Machura (hereinafter called "Buyer");

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate in Lake County, Indiana, (hereafter called the "Real Estate"):

6828 Waveland Avenue  
Hammond, Indiana

Legally described on Exhibit A

upon the following covenants, terms and conditions:

SECTION 1. THE PURCHASE PRICE AND MANNER OF PAYMENT.

1.01. THE PURCHASE PRICE. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Sixty-Eight Thousand (\$68,000.00) Dollars to be paid in monthly installments of Five Hundred Six Dollars (\$506.00) beginning on December 1, 2017 and due on the first day of each month thereafter until paid in full. The Contract will be paid in full no later than December 1, 2021.

SECTION 2. PREPAYMENT OF PURCHASE PRICE.

2.01. Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to payments herein required, all prepayments will operate to reduce the principal amount owed.

SECTION 3. TAXES, ASSESSMENTS, AND INSURANCE.

3.01. TAXES. Buyer will be responsible for and begin paying all property taxes beginning with the May 2018 installment and all taxes thereafter.

3.02. ASSESSMENTS. Buyer agrees to pay any assessment 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. Seller agrees to pay any such assessments or charges to and including the date of this Contract.

3.03. INSURANCE. At all times during the period of this Contract, Buyers shall:

- (a) Keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price, and
- (b) Keep Flood Hazard Insurance on the Real Estate in the amount of the Unpaid Purchase Price or the highest amount available if less than the Unpaid Purchase Price if; the Real Estate is located in a Flood Hazard Zone as shown by a current certificate of survey according to the maps in the office of the County Surveyor, unless such insurance coverage is waived in writing by the Seller, and
- (c) Keep standard liability insurance with coverages in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and
- (d) Pay premiums on such insurance policies as they become due and provide Seller with written proof of such insurance coverage annually and as Seller may reasonable request. Such policies or insurance shall be issued in the name of the Seller and Buyer, as co-insureds.

Except as otherwise agreed hereafter in writing, Buyer shall not enter into the settlement of any insurance claim covered under the foregoing insurance policies without the written consent of Seller. Any insurance proceeds received as payment for any loss of, or damage to the Real Estate covered by said

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 DEC 20 PM 12:39

MICHAEL B. BROWN  
RECORDER

2017 086520

FILED

DEC 20 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

032406

25-  
CS  
am

insurance, shall be applied to the restoration and repair of the loss or damage. All restoration and repairs shall be performed in accordance with all state and local building codes and shall meet the quality of the improvements pre-existing and loss or damage and all work shall be performed by a duly licensed contractor. Notwithstanding the above provisions, if there exists an uncured Event of Default by Buyer under this Contract on the date of receipt of such proceeds, the proceeds may be applied, at Seller's option, toward pre-payment of the Unpaid Purchase Price, with any excess to be paid to the Buyer.

#### 3.04. RIGHTS OF PARTIES TO PERFORM OTHER'S COVENANTS.

- (a) If one of the parties hereto (hereinafter called "Responsible Party") fails to perform any act or to make any payment required by this Section 3, the other party (hereinafter called "Nonresponsible 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 Nonresponsible Party to perform any act or to make any payment required of the Responsible Party under the terms of this Contract.
- (b) The exercise of such right by a Nonresponsible Party shall not constitute a release of obligation of the Responsible Party under this Section 3 or a waiver of any remedy available under this Contract; nor shall such exercise constitute an estoppel to the exercise by a Nonresponsible Party of any right or remedy of his for a subsequent failure by the Responsible Party to perform any act to make any payment required by him under this Section 3.
- (c) Payments made and all costs and expenses incurred by a Nonresponsible Party in connection with the exercise of such right shall, at his option, either (i) be paid to him by the Responsible Party within thirty (30) days after written demand therefore; or (ii) on the date the next installment payment is due under this Contract, following written notice, be added to the Unpaid Purchase Price, if Buyer is the Responsible Party, or applied to reduce the Unpaid Purchase Price, if Seller is the Responsible Party.
- (d) In the event a Nonresponsible Party makes any such payments or incurs any such cost and expenses, the amount thereof shall bear interest at the rate provided under Section I of this Contract, from the respective dates of making the same, until paid in full, or to the date such amounts are added to, or applied against, the Unpaid Purchase Price.

#### SECTION 4. POSSESSION.

4.01. DELIVERY OF POSSESSION. Seller shall deliver to Buyer full and complete possession of the Real Estate upon full execution of this Contract.

#### SECTION 5. EVIDENCE OF TITLE.

5.01. If Buyer is not in default under this Contract, Buyer may order an Owner's title insurance policy disclosing marketable title to the Real Estate to a date which is the earlier of (a) date after execution of this Contract specified by Buyer in a notice to sellers or (b) a date 60 days prior to the date the final payment under this Contract is due, at Buyer's expense.

5.02. TITLE INSURANCE. A title insurance policy furnished under this Contract shall be in the amount of the purchase price and shall be issued by an insurer satisfactory to the Buyer.

5.03. ADDITIONAL TITLE EVIDENCE. Any additional title evidence shall be at the expense of Buyer, provided, however, that the cost of additional title evidence necessitated by acts or omission of Seller shall be borne by Seller.

5.04. CONVEYANCE OF TITLE. Seller covenants and agrees that upon the payment of all sums due under this Contract and the prompt and full performance by Buyer of all covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate, subject to restrictions and easements of record as of the date of this Contract and all taxes and assessments which are Buyer's obligations.

**SECTION 6. EXISTING MORTGAGE.**

**6.01. ENCUMBRANCE.** Seller represents that the Real Estate is encumbered with a Loan. Seller shall not use the Real Estate as collateral to obtain any loans during the term of this contract.

**SECTION 7. ASSIGNMENT OF CONTRACT OR SALE OF INTEREST IN REAL ESTATE.**

**7.01.** If all or any part of the Real Estate, Buyer's interest therein or Buyer's interest in this Contract is sold or assigned without Seller's prior written consent, the Unpaid Purchase Price, with accrued, but unpaid interest and all other sums due here under shall be due and payable immediately, at Seller's option. No assignment or sale shall operate to relieve either party from liability hereon.

**SECTION 8. USE OF REAL ESTATE BY BUYER; SELLER'S RIGHTS TO INSPECT.**

**8.01. USE.** The Real Estate may be leased or occupied by persons other than Buyer with prior consent of Seller, provided that such consent will not be unreasonably withheld.

**8.02. IMPROVEMENTS.** Buyer may not alter, change, or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements, without the consent of Seller. Buyer shall not create, or allow any mechanics, laborers, materialmen, or other creditors of Buyer or an assignee of Buyer to obtain, a lien or attachment against Seller's interest herein. Buyer accepts the Real Estate in its "AS IS" condition. Buyer agrees that the Real Estate and any improvements thereon are, as of the date of this Contract, in good condition, order and repair, and Buyer shall, at his own expense, maintain the Real Estate and any improvements in as good order and repair as they are in on the date of this Contract, ordinary wear and tear, and act of God, or public authorities excepted. Buyer shall not commit waste on the Real Estate, and, with respect to occupancy and use, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.

**8.03. INSPECTION.** Seller shall have the right to enter and inspect the Real Estate at any reasonable time, provided that such right will only be exercised if Seller has reason to believe that Buyer is going to default on this Contract.

**8.04. BUYERS' RESPONSIBILITY FOR ACCIDENTS.** Buyer assumes all risk and responsibility for injury or damage to person or property arising from Buyer's use and control of the Real Estate and any improvements thereon.

**SECTION 9. BUYER'S DEFAULT AND SELLER'S REMEDIES.**

**9.01. TIME.** Time is of the essence of this Contract.

**9.02. BUYER'S DEFAULT.** Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate.

**9.03 EVENT OF DEFAULT.** The following shall each constitute an Event of Default for purposes of this Contract:

- (a) Failure by Buyer for a period of ninety (90) days to pay any payments required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.
- (b) Causing or permitting by Buyer of the making of any levy, seizure, or attachment of the Real Estate or any part thereof.
- (c) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.
- (d) Institution of insolvency proceedings against Buyer, or the adjustment, liquidation, extension or composition or arrangement of debt of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or, Buyer's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they

become due; or, administration by a receiver or similar officer of any of the Real Estate.

- (e) Desertion or abandonment by Buyer of any portion of the Real Estate.
- (f) Actual or threatened alteration, demolition, waste, or removal of any improvement now or hereafter located on the Real Estate, except as permitted by Contract.

9.04. SELLER'S REMEDIES. Upon the occurrence of an Event of Default, Seller shall elect their remedy under Subsection 9.041 or 9.042.

9.041. Seller may declare this Contract forfeited and terminated, and upon such declaration, all right, title, and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to eject Buyer and all persons claiming under them, Further, Seller shall have the right to institute legal action to have this Contract forfeited and terminated and to recover from Buyer all or any of the following:

- (a) possession of the Real Estate;
- (b) any payment due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;
- (c) interest on the Unpaid Purchase Price from the last date to which interest was paid until judgment or possession is recovered by Seller, whichever shall occur first;
- (d) due and unpaid real estate taxes, assessments, charges, and penalties which Buyer are obligated to pay under this Contract.
- (e) premiums due and unpaid for insurance which Buyer are obligated to provide under this Contract.
- (f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear and acts of God or public authorities; and
- (g) any other amounts which Buyer is obligated to pay under this Contract;

9.042. If this Subsection is applicable, then Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate. The parties agree that after Buyer has paid \$30,000.00 of the purchase price, then Buyer shall have substantial equity in the Real Estate.

9.05. SELLER'S ADDITIONAL REMEDIES. In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

- (a) Retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy under this Contract), as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payments
- (b) made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.
- (c) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.
- (d) Enforce any right without relief from valuation or appraisal laws.

## SECTION 10. SELLER'S DEFAULT AND BUYER'S REMEDIES.

10.01. If Seller fails to convey the Real Estate as required by this Contract, Buyer may institute legal action against Sellers for specific performance, in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist at law; or Buyer may pursue such other remedy as is available at law or in equity.

10.02. If, after seven (7) days notice from Buyer, Seller fails to make any payment required of them under this Contract or to perform or observe any other of their covenants or agreements, Buyer shall be entitled to institute legal action against Seller for such relief as may be available at



law or in equity. Nothing in this subsection shall interfere with or affect Buyer's right to any reduction, set-off or credit to which Buyer may be entitled in the event of Seller's failure to pay amounts required of them pursuant to this Contract.

SECTION 11. GENERAL AGREEMENTS.

11.01. This Contract shall bind and insure to the benefit of, the parties and their heirs, personal, and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.

11.02. Buyer is responsible for all NIPSCO and other utility payments accrued after they assume occupancy, and Buyer's names.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract of this 1<sup>st</sup> day of December 2017.

*Xavier V. Becerra*  
Xavier V. Becerra - Seller  
*Lisa D. Becerra*  
Lisa D. Becerra - Seller

*Anthony Joseph Machura*  
Anthony Joseph Machura - Buyer

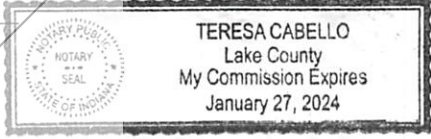


STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, on this 1<sup>st</sup> day of December, 2017 personally appeared **Xavier V. Becerra, Lisa D. Becerra and Anthony Joseph Machura**, and each acknowledged the execution of the above and foregoing Contract to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

*Teresa Cabello*  
Notary Public



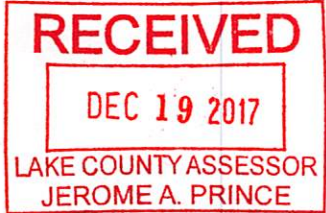
My Commission Expires: 1-27-2024

County of Residence: Lake

"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."

PREPARED BY: Marco A. Molina

This instrument was prepared by: Marco A. Molina  
4704 Indianapolis Blvd.  
East Chicago, Indiana 46312  
(219) 397-4000



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 22 in Forsyth Highlands 4th Addition, Hammond, as per plat thereof, recorded in Plat Book 28, Page 53, in the Office of the Recorder of Lake County, Indiana.

Key No. 45-07-08-253-042.000-023

More commonly known as: 6828 Waveland Avenue  
Hammond, IN 46323

