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KNOW ALL MEN BY THESE PRESENTS THAT Neva Hogrefe, a widow and not remarried, Robert Hogrefe and his wife, Gertrude Hogrefe, and Gary Lee Hogrefe, an unmarried man, whose addresses are Route 1, 424 East, Napoleon, Ohio 43545, ~~with general warranty~~ Grantor (s), ~~with general warranty~~ for valuable consideration paid, ~~XXXXXXXXXXXXXXXXXXXX~~ Grantee (s), ~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~ Eugene Hogrefe, ~~XXXXXXXXXXXXXXXXXXXX~~ Route 1, 424 East, Napoleon, Ohio 43545, ~~XXXXXXXXXXXXXXXXXXXX~~ Grantee (s).

whose tax mailing address is Route 1, 424 East, Napoleon, Ohio 43545, the following real property:  
Situating in the City of Napoleon, County of Henry and State of Ohio, and described as follows:  
Lot 22 and the West half of Lot 23 in E. T. Barnes First Addition, according to the recorded plat thereof.

Prior Instrument Reference (s): Volume 201, Page 1092, Volume 214, Page 403.  
County Engineer Survey Reference (s): Volume, Page

Signed this 23rd day of February, 1978.

Signed and acknowledged in presence of

Harold H. Plassman  
(Harold H. Plassman)

Neva Hogrefe  
(Neva Hogrefe)

Robert Hogrefe  
(Robert Hogrefe)

Gertrude Hogrefe  
(Gertrude Hogrefe)

Gary Lee Hogrefe  
(Gary Lee Hogrefe)

Harold H. Plassman  
Harold H. Plassman  
Notary Public - State of Ohio  
Lifetime Commission

STATE OF OHIO, COUNTY OF FULTON. The foregoing instrument was acknowledged before me this 23rd day of February, 1978, by Neva Hogrefe, a widow and not remarried, Robert Hogrefe and his wife, Gertrude Hogrefe, and Gary Lee Hogrefe.

This instrument prepared by RICE, PUGH, PLASSMAN, RUPP, LAUBER & HENSAL, 302 North Defiance Street, Archbold, Ohio 43502/152 South Fulton Street, Wauseon, Ohio 43567.

VX

LAND INSTALLMENT CONTRACT

This Agreement, entered into at Napoleon, Ohio, by and between Rosalie E. Durham and Albert Durham, 867 E. Graceway, Napoleon, Ohio 43545, hereinafter referred to as the "Sellers", and Thomas A. Kunkle and Karen A. Kunkle, P.O. Box 451, Napoleon, Ohio 43545, hereinafter referred to as the "Buyers"; this 1st day of October, 1984, Witnesseth:

In consideration of the mutual promises of the parties herein contained, the Sellers agree to sell and convey, and the Buyers agree to purchase and pay for, upon and under the provisions, terms and conditions herein expressed, the following described real property, situated in the City of Napoleon, County of Henry and State of Ohio and described as follows:

The North forty-five (45) feet of Lot Twenty-seven (27) and; the North forty-five (45) feet of the West forty-two (42) feet of Lot Twenty-six (26) of E.T. Barnes First Addition to City of Napoleon, Ohio, subject to easements of record and zoning restrictions of the City of Napoleon, Ohio.

(Sellers acquired title by instrument recorded in Volume 223, at page 789 of the Deed Records of Henry County, Ohio.)

1. PURCHASE PRICE AND PAYMENT. Buyers shall pay Sellers for the Premises the Purchase Price of Forty-four Thousand Dollars (\$44,000.00). The Purchase Price shall be payable as follows:

- (a) Upon Buyers' execution of this Contract, Buyers shall pay the sum of Four Thousand Dollars (\$4,000.00) as a down payment on the Purchase Price, receipt of which is hereby acknowledged by the Sellers.
- (b) The remaining principal balance of Forty Thousand Dollars (\$40,000.00), together with interest thereon at the rate of Eleven percent (11%) per annum, shall be paid as follows: Four Hundred Dollars (\$400.00) on November 1, 1984, and Four Hundred Dollars (\$400.00) monthly thereafter until October 1, 1986 when the unpaid balance of principal and all interest accrued and unpaid shall be due and payable.
- (c) If Buyers fail to pay any installments due under this Contract within thirty (30) days of its due date, a late charge of an additional Four percent (4%) of such payment shall be charged Buyers.

(d) Monthly installments due hereunder of both principal and interest shall be paid to Sellers at the address set forth after Sellers' name hereinabove or at such other address as Sellers may from time to time designate in writing to Buyers.

(e) Buyers have the right to pay in advance the entire, or any portion of the unpaid principal balance of this Contract on any principal payment date, without any penalty whatsoever.

2. POSSESSION. Buyers shall have exclusive possession of the Premises concurrently with the execution of this agreement.

3. REAL ESTATE TAXES AND ASSESSMENTS. Buyers shall pay all real estate taxes and assessments levied and assessed for the year 1984 and thereafter, but the taxes and assessments levied and assessed for the year 1984, shall be prorated between Sellers and Buyers as of October 1, 1984.

4. UTILITIES. Buyers shall pay for all charges incurred for all utility services used or consumed at the Premises from and after the date possession is given to Buyers.

5. INDEMNITY AND INSURANCE. From and after the date of this Contract, Buyers shall indemnify Sellers for, defend Sellers against, and hold Sellers harmless from any liability, loss, cost, injury, damage, or other expense that may occur or may be claimed by or with respect to any person or property on or about the Premises resulting from the use, misuse, possession, occupancy, or nonoccupancy of the Premises by the Buyers or Buyers' agents, employees, licensees, invitees or guests. Buyers have examined the Premises and are relying solely upon such examination with respect to the condition, character and size of the land, improvements and fixtures, if any, constituting the Premises.

At Buyers' own cost and expense, Buyers shall obtain and maintain in full force and effect at all times during the continuance of this Contract;

(a) comprehensive liability insurance for bodily injury or death to any person or persons, and property damage insurance, in such amounts as are reasonably necessary; and (b) fire and extended coverage insurance in an amount not less than Forty-four Thousand Dollars (\$44,000.00) on the dwelling on the Premises.

Sellers and Buyers shall both be named as insured parties in the insurance policies required above, as their interests appear.

If Buyers are unable to obtain said fire and extended insurance coverage, Sellers shall obtain and maintain the fire and extended insurance policy noted in this item 5 (a copy of which shall be delivered to Buyers), in which event Buyers shall pay to Sellers, within 15 days after Sellers notify Buyers in writing of the amount of the same, the amount of such insurance premiums.

6. MAINTENANCE AND REPAIRS: USE. Buyers shall maintain and keep the Premises in as good condition and state of repair as the Premises are in as of the date of this Contract, reasonable wear and tear excepted. Buyers shall not make any substantial alterations, additions or improvements to the Premises without the prior written consent of Sellers, which consent shall not be unreasonably withheld, nor shall Buyers commit any waste to the Premises. Sellers shall have the right, upon at least twenty-four (24) hours notice to Buyers, to enter upon and inspect the Premises at all reasonable times during the continuance of this Contract. Buyers shall promptly notify Sellers in writing of any damage to the Premises which exceeds the amount of the insurance deductible carried by Buyers. In the event of fire or other casualty, and to the extent permitted by any mortgagee of the Premises, insurance proceeds shall be utilized to restore and repair the Premises. Buyers shall not create, permit or suffer any liens or encumbrances against the Premises, except the lien of current taxes and installments and assessments not yet due and payable.

7. EMINENT DOMAIN. From and after the date of Sellers' execution of this Contract, the taking of the Premises or any portion thereof in appropriation proceedings or by the right of eminent domain or by the threat of the same, if any, shall not release Buyers from any of Buyers' obligations under this Contract; provided, however, that any awards made for a taking of the Premises shall belong to Sellers up to the amount of the unpaid balance of the Purchase Price and accrued interest to the date of such taking, and the amount of such award paid to Sellers shall be credited as

and all said sums so paid by Buyers shall be credited by Sellers as payments under this Contract.

The premises are presently subject to the following encumbrances: zoning ordinances, legal highways; covenants, restrictions, conditions and easements of record; the lien of real estate taxes and assessments not yet due and payable. There is no mortgage on said premises at the present time.

9. COMPLETION OF CONTRACT AND TRANSFER OF PREMISES. When the Purchase Price and all other amounts to be paid by Buyers pursuant to this Contract are fully paid, Sellers shall convey the Premises to Buyers by transferable and recordable general warranty deed, if required, warranting good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances whatsoever, except for the following: those which have been created or assumed by Buyers; zoning ordinances; legal highways; covenants, restrictions, conditions and easements of record which do not unreasonably interfere with the present lawful use of the Premises; and the lien of real estate taxes and assessments not then due and payable.

10. TITLE EVIDENCE. Buyers acknowledge that Sellers have at Sellers' expense provided before the date of execution of this Contract an Attorney's Certificate of Title showing marketable title in fee simple in the Sellers, free and clear of all liens and encumbrances except those referred to in #8 above. Buyers agree to provide at their expense, an Attorney's Certificate of Title on or before the completion of this Contract if Buyers wish one.

11. ASSIGNMENT: ENCUMBRANCES. Buyers shall not assign, encumber or transfer Buyers' interest under this Contract without prior written consent of Sellers.

12. BUYERS' DEFAULT. The entire unpaid balance of the Purchase Price, together with all unpaid and accrued interest and all other charges payable under this Contract, shall at Sellers' option become immediately

due and payable: (1) if Buyers fail to make any payment within 30 days after it becomes due; (2) if Buyers fail to observe or perform any other provision, covenant or condition required of Buyers within 30 days after Sellers give notice to Buyers of Buyers' failure to observe or perform said provisions, covenant or condition; (3) if Buyers abandon the Premises during the continuance of this Contract; (4) if an order for relief under any bankruptcy laws of the United States is issued naming Buyers as debtors or if Buyers make an assignment for the benefit of creditors or enter into a composition agreement with Buyers' creditors; (5) if the interest of Buyers in the Premises is attached, levied upon or seized by legal process; (6) if a trustee, receiver or liquidator is appointed on behalf of Buyers; or (7) if this Contract is assigned in violation of its terms or is terminated by operation of law. In any such events Sellers may, upon notice to Buyers as required by law, initiate proceedings for the foreclosure or forfeiture of Buyers' interest in this Contract and in the Premises, or may simply retake possession of said premises if such action is not contrary to law.

13. NONWAIVER: RIGHT TO CURE DEFAULTS: REMEDIES. Neither the failure by Sellers to exercise any of Sellers' options hereunder, nor Sellers' failure to enforce Sellers' rights to seek Sellers' remedies upon any default nor acceptance by Sellers of any payments accruing before or after any default shall effect or constitute a waiver of Sellers' right to exercise such option, to enforce such rights or seek such remedy with respect to that default or to any prior or subsequent default.

If Buyers fail to pay on the respective due dates the charges or other obligations to be paid pursuant to the terms hereof, or fail to perform any other duties which Buyers are required to perform hereunder then Sellers, at Sellers' option, may do so and the amount of any such expenditure by Sellers, plus accrued interest at the rate of ten percent (10%) per annum from the time such expenditure is made until reimbursed, shall immediately become due and payable to Sellers.

The remedies provided in this Contract shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Sellers are entitled at law or in equity.

14. MISCELLANEOUS.

(a) As used herein the terms Sellers and Buyers include, respectively, all persons signing this contract in the capacity so stated and his, her, or its respective heirs, successors, and assigns, and all obligations of each party herein are joint and several.

(b) This Contract shall be governed by the laws of the State of Ohio, and, if any provision hereof is in conflict with federal law or laws of the State of Ohio, then any such term shall be deemed modified to conform to such law without affecting the remaining provisions of this Contract.

(c) Sellers shall cause this Contract to be recorded within twenty (20) days after it has been fully executed. If Sellers fail to record said Contract, Buyers shall do so as soon as reasonably possible.

(d) Pending orders of any public agency against the Premises are as follows: NONE

(e) Additional provisions.

1. Sellers shall, at least once a year, but no more than twice a year, furnish a statement to Buyers showing the amounts credited to principal and interest and the principal balance due.

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands to triplicates of this Contract as of the day and year first above written.

Signed and acknowledged in the presence of:

Nancy Mae McMichael  
James Durham

Rosalie E. Durham  
Rosalie E. Durham

Albert Durham  
Albert Durham  
SELLERS

Thomas A. Kunkle  
Thomas A. Kunkle

Katen A. Kunkle  
Katen A. Kunkle  
BUYERS