

COPY

Property Number:
45-12-15-151-027.000-030

Tax Mailing Address:

8858 Doubletree Dr. N.
Crown Point, IN 46307

**MEMORANDUM
OF
CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE**

NOTICE IS HEREBY GIVEN that on the 26th day of July, 2018, **LUKE LAND, LLC**, an Indiana limited liability company, as **Seller**, of Lake County, Indiana, and **ROOP, INC.**, an Indiana corporation, as **Buyer**, of Lake County, Indiana, executed a Contract for Conditional Sale of Real Estate.

Under the terms of the Contract for Conditional Sale of Real Estate, Seller agrees to sell Buyer, and Buyer agrees to purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter located on it) in Merrillville, Lake County, Indiana (such real estate, including improvements, being hereafter called the "Real Estate"):

Lot 1 in Roop Group Inc. Subdivision, an Addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 110, page 90, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 7269 Broadway
Merrillville, IN 46410

Parcel Number: 45-12-15-151-027.000-030

BE ON FURTHER NOTICE, that Buyer is to make monthly payments from the date of the Contract for Conditional Sale of Real Estate until the Purchase Price is paid in full.

BE ON FURTHER NOTICE, that the Contract for Conditional Sale of Real Estate includes the covenants listed below, among others:

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Greater Indiana Title Company

(1) For the years **2018 pay 2019** and thereafter, Buyer shall be responsible for real estate taxes that may be legally imposed on the Real Estate.

(2) Buyer will not obtain possession of the Real Estate until Seller's construction of a new gas station is completed on the Real Estate and occupancy is provided by the Town of Merrillville.

(3) Without Buyer's consent, Seller shall have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage(s) on the Real Estate provided the terms of each loan do not conflict with any of the provisions of the Contract for Conditional Sale of Real Estate.

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

(5) The Real Estate may not be leased or occupied by persons other than Buyer without prior written consent of Seller, which consent shall not be unreasonably withheld.

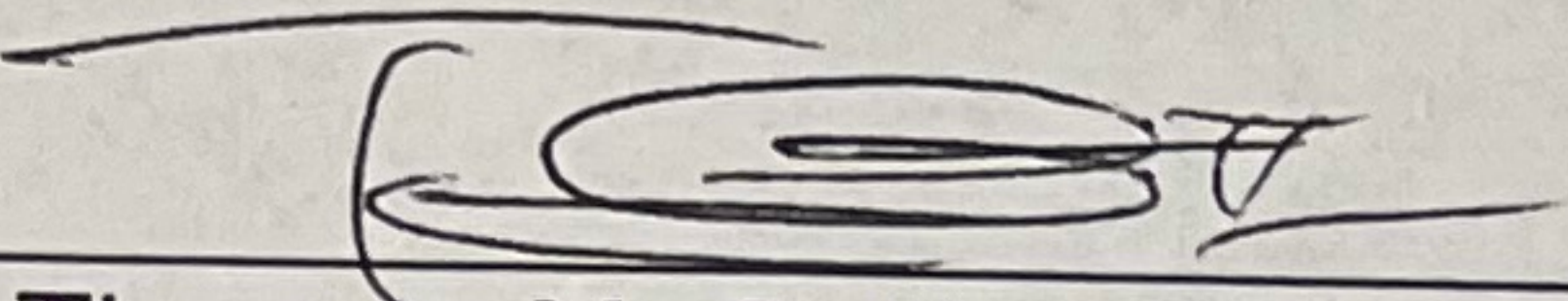
(6) Buyer may materially alter, change or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements, only with prior written consent of Seller, which consent shall not be unreasonably withheld.

The purpose of this Memorandum of Contract for Conditional Sale of Real Estate is to give notice of the Contract for Conditional Sale of Real Estate between Seller and Buyer and to confirm the Contract for Conditional Sale of Real Estate and all of its terms in the same manner as if the Contract for Conditional Sale of Real Estate had been fully set forth in this Memorandum of Contract for Conditional Sale of Real Estate, and to incorporate the Contract for Conditional Sale of Real Estate into this Memorandum of Contract for Conditional Sale of Real Estate by reference. In the event of any conflict between the terms of this Memorandum of Contract for Conditional Sale of Real Estate and the Contract for Conditional Sale of Real Estate, then the terms in the Contract for Conditional Sale of Real Estate itself shall govern.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Memorandum of Contract for Conditional Sale of Real Estate on this 21st day of August, 2018.

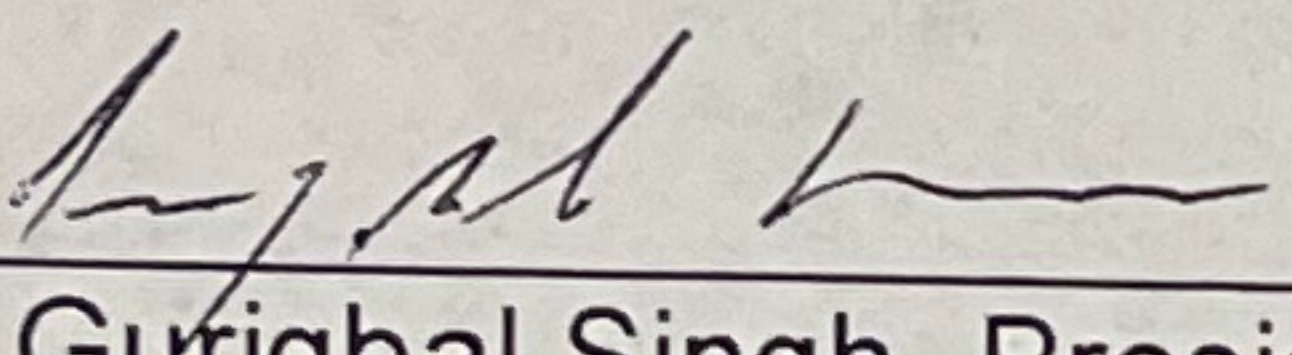
SELLER:

LUKE LAND, LLC, an Indiana limited liability company

By: 
Thomas M. Collins II, Manager

BUYER:

ROOP INC., an Indiana corporation

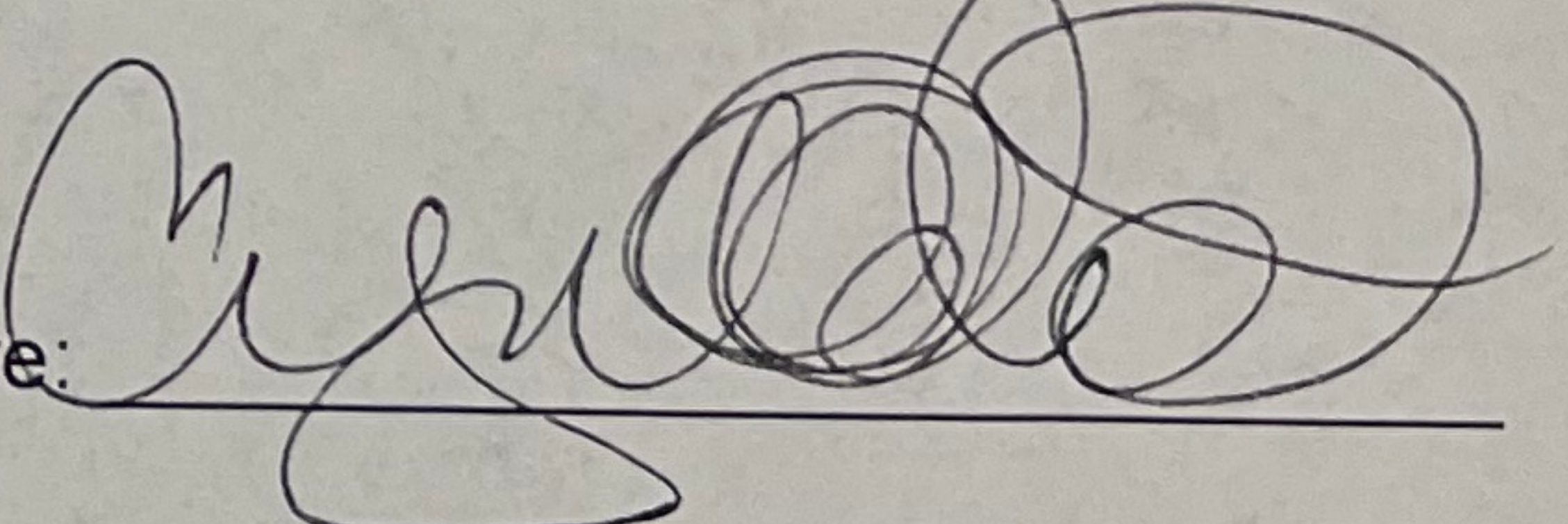
By: 
Gurqbal Singh, President

State of Indiana)
) SS:
County of Lake)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Thomas M. Collins II, Manager and duly authorized representative of **LUKE LAND, LLC**, an Indiana limited liability company, and Gurqbal Singh, as President and duly authorized representative of **ROOP, INC.**, an Indiana corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said Company and said Corporation, as their free and voluntary acts, and who, having been duly sworn upon each of their respective oaths, stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 24th day of August, 2018.



Notary's Signature: 

Notary's Printed Name: _____

Notary's County of Residence: _____

Notary's Commission Expires: _____

**After recording return to and
Mailing Address of Seller:**

LUKE LAND, LLC
Attn: Thomas M. Collins II, Manager
3592 Hobart Road
Hobart, IN 46342

Mailing Address of Buyer:

ROOP INC.
Attn: Guriqbal Singh

8858 Doubletree Dr. N.
Crown Point, IN 46307

This instrument was prepared by Chris Fox, Attorney at Law, Indiana License #19091-64; Address: 516 East 86th Avenue, Merrillville, IN 46410-6213 (Phone: 219/791-1520; Fax: 219/791-9366); referencing Greater Indiana Title Company commitment no. IN003779.

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. Chris Fox

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