

76140



(Certified Copy)—LETTERS OF ADMINISTRATION—ILLINOIS OFFICE SUPPLY CO., ST. LOUIS, ILL.

294

STATE OF ILLINOIS,
Saline } ss.
COUNTY OF

In the Circuit Court, for the First Judicial
Circuit of Illinois, Saline County,
Harrisburg Illinois, in Probate.

76140

In the Estate of
Lodevia Pollard
Deceased.



LETTERS OF ADMINISTRATION
No. 69-P-63

Glenn
Montgomery
Box 184
De Motte,
Ind.
46310

The People of the State of Illinois to all to whom these presents shall come—GREETING:

KNOW ALL MEN BY THESE PRESENTS, That
Vernon Pollard

..... has been appointed
administrator of the estate of Lodevia Pollard
deceased, who died
on the 20th day of August, A. D. 1969, and is authorized to sue for
and collect the personal estate of and debts due the decedent, and ~~him~~ is authorized to perform all
duties imposed on him so far as there is property and the law charges him; and to
do all other acts now or hereafter required of him by law.

FILED

WITNESS: John C. Utter, Clerk of the

Circuit Court of the County of Saline and the seal of
the Court this 8th day of September, A. D. 1969.

John C. Utter
Clerk.

SEP 11 1969
John C. Utter
CLERK OF THE
CIRCUIT COURT OF
SALINE COUNTY,
ILLINOIS

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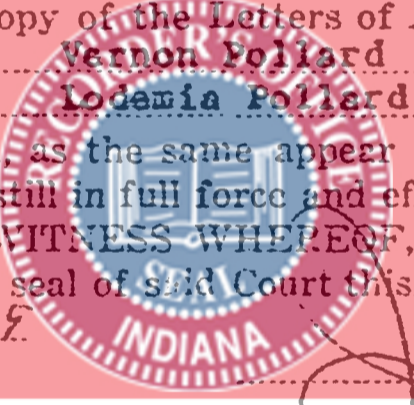
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STATE OF ILLINOIS, COUNTY OF Saline, ss. I, John C. Utter, Clerk of the Circuit Court in and for the County and State aforesaid and Keeper of the Records and Seal thereof, do hereby certify that the within and foregoing is a true and complete copy of the Letters of Administration issued to

in the Estate of Ademia Pollard, Deceased, together with the endorsements thereon, as the same appear of record in my office. I further certify that said Letters of Administration are still in full force and effect and unrevoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Court this 1st day of Sept. A. D. 1962.

(SEAL)



Clerk of the Circuit Court.

(CERTIFIED COPY) In the Circuit Court for the Judicial Circuit of Illinois, County, Illinois, In Probate In the Estate of Deceased. LETTERS OF ADMINISTRATION Recorded Record Page Clerk Filed this day of A. D. 19 Clerk.

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FILED

JUL 29 1970

John C. Utter
CLERK OF THE CIRCUIT
SALINE COUNTY
STATE OF ILLINOIS

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SALINE COUNTY, ILLINOIS
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Estate of)
Lodemia Pollard, deceased.) No. 69-P-63

PETITION FOR LEAVE TO EXECUTE A DEED TO
CONTRACT PURCHASERS OF REAL ESTATE

Your petitioner, Vernon Pollard, respectfully
states:

1. On the 20th day of August, 1969, Lodemia
Pollard died intestate and Vernon Pollard, duly qualified,
and is now acting as administrator of the estate of said
decedent.

2. That in March, 1967, the decedent entered
into a contract with Glenn A. McSparin and Lois F. McSparin
of Lake County, Indiana, for the purchase of the following
described real estate:

Lot Four in Block Twenty-four, Village of
Shelby, recorded in Plat Book 2, page 7
in the Recorder's Office of Lake County,
Indiana, together with the improvements
thereon,

for the sum of \$1750.00, payable \$250.00 down and the balance
at \$50.00 per month, said monthly payment including both prin-
cipal and interest, all of which sum has now been paid by said
purchasers. A copy of said contract is attached hereto and marked
Exhibit "A".

Wherefore your petitioner prays that an order may be
entered authorizing him as administrator as aforesaid to execute
an instrument of conveyance to Glenn A. McSparin and Lois F.
McSparin conveying to them the real estate hereinabove described;
and that the court waive the necessity of giving notice of hear-
ing on said petition to decedent's heirs as provided by statute.

Vernon Pollard



STATE OF ILLINOIS
CLERK OF THE CIRCUIT
SALINE COUNTY
JUL 15 - 6 55 PM '70
ANDREW J. HENDERSON
RECORDER

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STATE OF ILLINOIS)
COUNTY OF SALINE)

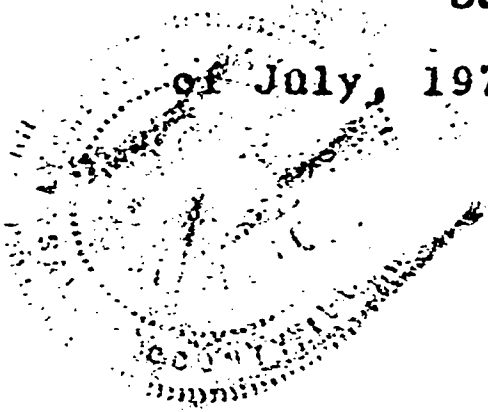
SS.

Vernon Pollard, being first duly sworn, says that
he has read the foregoing petition by him subscribed, knows
the contents thereof, and that the statements therein are
true.



Vernon Pollard
Vernon Pollard

Subscribed and sworn to before me this 28th day
of July, 1970.



Joseph W. Stancow
Notary Public

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VICTOR J. ROBERTS
ATTORNEY AT LAW
LOWELL, INDIANA 46356

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REAL ESTATE CONTRACT
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THIS INDENTURE WITNESSETH, That LODEMIA POLLARD, a
widow and not remarried, of Carrier Mills, Illinois, hereinafter
referred to as Seller, has this date bargained and sold to GLEN
A. McSPARIN and LOIS F. McSPARIN, husband and wife, of Lake County,
Indiana, hereinafter referred to as Buyers, the following described
Real Estate in Lake County, Indiana, to-wit:

Lot 4, Block 24, Village of Shelby, recorded in Plat Book 2, page
7, in the Recorder's Office of Lake County, Indiana, together with
the improvements thereon situated, and

including one wall furnace therein.

Buyers agree to pay and seller agrees to accept, as
and for the full purchase price hereof, the sum of ONE THOUSAND
SEVEN HUNDRED FIFTY (\$1750.00) and no/100 DOLLARS, payable without
relief from valuation and appraisement laws and with attorneys fees
in case of the default in any of the terms and conditions of this
agreement, in the following manner, to-wit:

1. \$250.00 cash in hand, the receipt of which is hereby acknowledged upon the signing of this contract.
2. The unpaid principal balance of \$1500.00 to be paid in monthly installments of \$50.00 or more, payable on the 9th day of April, 1967, and a like payment of \$50.00 or more on the 9th day of each and every month thereafter; said payments to include interest at the rate of six (6%) per cent per annum on the unpaid principal balance due from month to month by the computation of the monthly interest due for the past month at the time of payment and the application of said payments first to interest and secondly to principal, until said principal and interest shall have been paid in full. All payments shall be made to seller, at her present residence or such other places as seller shall direct in writing.

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Seller agrees to furnish buyers, at seller's expense, an Abstract of Title to the real estate described, certified to date by a good and competent abstractor, which said abstract of title shall reveal a good and merchantable title in seller's name. Seller agrees to convey the real estate described to buyers, by her good and sufficient Warranty Deed, in due form of law, warranting said real estate to be free of liens and encumbrances thereon. Said title evidence described and Warranty Deed shall be furnished and delivered to buyers upon payment of the purchase price in full. Said merchantable title and warranty on lien and encumbrances referred to shall not include and shall be subject to the customary stock objections of subdivision restrictions of record, building and zoning laws, easements of streets, alleys, roads, highways, ditches and drains, public utilities and current taxes.

Seller agrees to deliver unconditional possession of the real estate herein described upon the signing of this Contract.

Seller agrees to pay the real estate taxes for the year 1966, payable in 1967; both parties agree to pro-rate the current taxes based upon the date of possession on or before the time the first installment becomes due; and buyers agree to pay all subsequent real estate taxes as the same become due under seller's name and to furnish sellers with the tax receipts evidencing the payment thereof, until all indebtedness under this contract shall have been paid. In case of the failure of buyers to pay said subsequent taxes, when due, then seller pay, at her election, pay said taxes and charge the amount thereof to the principal balance to bear interest as provided herein.

Buyers assume all risk of loss from all causes to the buildings and improvements thereon located and agree to cause said buildings and improvements to be insured for their full insurable

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value against the perils of fire, lightning, wind and extended coverage now covered by ordinary and usual insurance policies, said policy to be written in seller's name with a Contract of Sales clause to buyers, as their interest shall appear, until this agreement is consummated.

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Buyers further agree to furnish seller with said insurance policy, together with proof of the payment of the premium, until all indebtedness under this contract shall have been paid. In case of the buyers' failure to provide insurance then seller may insure same and charge the cost thereof to the principal balance, bearing interest as provided herein.

Buyers agree that they will not sell, assign or transfer this contract of sale without having obtained the written consent of seller thereto.

Buyers agree that they will not make any improvements of any kind and character, or make any alterations thereto, without first having obtained the written consent of seller thereto; that they will keep the improvements in good repair, ordinary wear and depreciation excepted, until all indebtedness under this agreement has been paid. Buyers agree that they will promptly pay all bills for labor and materials for repairs or improvements made to prevent Mechanic's Liens from being filed on said premises.

Sellers shall have the right, at reasonable hours and times, to enter upon and in said premises for the purpose of inspecting same.

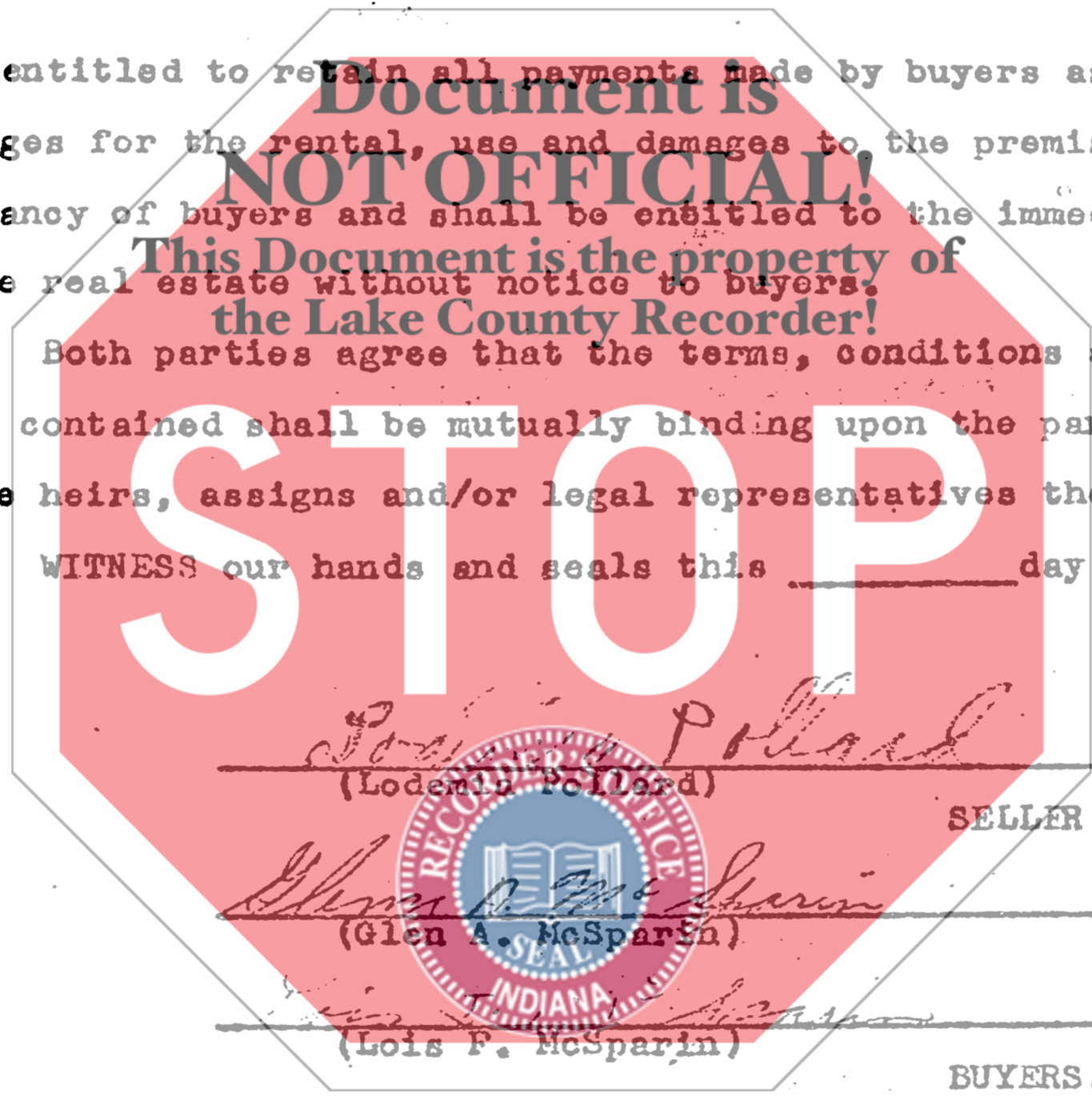
Both parties agree that time shall be of the essence of this agreement, and that upon the failure of buyers to make the payments specified herein or to do or perform any of the provisions herein, that seller may, at her election, declare this contract cancelled and terminated without notice to buyers. In case of such election, seller

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shall be entitled to retain all payments made by buyers as liquidated damages for the rental, use and damages to the premises during the occupancy of buyers and shall be entitled to the immediate possession of the real estate without notice to buyers.

Both parties agree that the terms, conditions and covenants as herein contained shall be mutually binding upon the parties and their respective heirs, assigns and/or legal representatives thereof.

WITNESS our hands and seals this _____ day of March, 1967.



Lodewig Pollard _____ (SEAL)
(Lodewig Pollard) SELLER

Glen A. McSparin _____ (SEAL)
(Glen A. McSparin)

Lois F. McSparin _____ (SEAL)
(Lois F. McSparin) BUYERS.



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FILED

JUL 29 1970

John G. Carter
Recorder's Office

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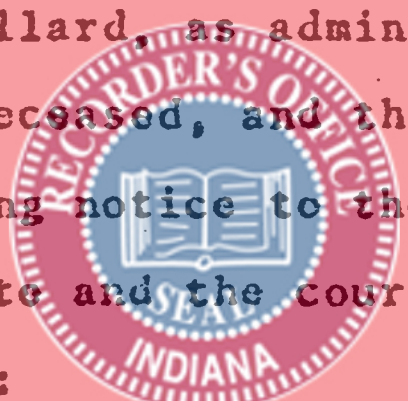
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Estate of
Lodemia Pollard, deceased. } No. 69-P-63

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ORDER DIRECTING ADMINISTRATOR TO EXECUTE
DEED TO CONTRACT PURCHASERS

This matter coming on to be heard on the verified petition of Vernon Pollard, as administrator of the estate of Lodemia Pollard, deceased, and the court having waived the necessity of giving notice to the heirs of said decedent as permitted by statute and the court being fully advised in the premises finds:



1. That the decedent, Lodemia Pollard, in her lifetime on the _____ day of March, 1967, entered into a contract with Glenn A. McSparin and Lois F. McSparin wherein and whereby the decedent agreed to convey the following described real estate:

Lot Four in Block Twenty-four, Village of Shelby, recorded in Plat Book 2, page 7 in the Recorder's Office of Lake County, Indiana, together with the improvements thereon,

for the sum of \$1750.00, payable \$250.00 down and the balance at \$50.00 or more per month, said payments to include interest at the rate of six per cent per annum on the unpaid principal and upon said purchasers carrying out and complying with all the terms of the contract.

2. That said purchasers have paid the consideration called for in said contract and are now entitled to receive a conveyance to them of the real estate therein subject to subdivision restrictions of record, building and zoning laws,

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easements of streets, alleys, roads, highways, ditches, drains, public utilities and subject to all taxes and subject to any liens which may have been attached to said property since the date of said contract.

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It is, therefore, ordered that Vernon Pollard, as administrator of the estate of said decedent, be and he is hereby authorized to execute an instrument of conveyance to Glenn A. McSparin and Lois F. McSparin conveying to them the real estate hereinabove described subject to the conditions referred to above.

Enter this 24 day of July, 1970.



Vernon Pollard
Judge

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COUNTY OF SALINE } SS.

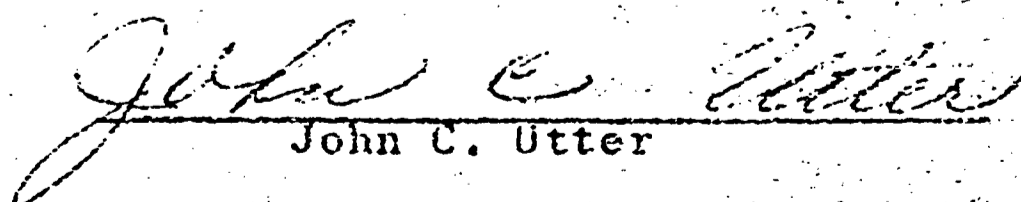
CERTIFICATE

I, John C. Utter, hereby certify that I am the duly elected, qualified and acting Clerk of the Circuit Court of Saline County, Illinois, and keeper and custodian of the records, files and seal of said court; that the foregoing are true and exact copies of the following:

1. Letters of Administration issued by said court to Vernon Pollard,
2. Petition of Administrator for lease to execute deed,
3. Order of court authorizing Administrator to execute deed,

all as appear in the records and files of the estate of Lodemia Pollard, deceased, No. 69-P-63, now being administered in said court.

Given under my hand and official seal this 29 day of July, 1970.


John C. Utter