

631280

Ret to R. Zuniga P.O. Box 302 Howell, In. 46556

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

631280

ASSIGNMENT OF CONTRACT (RELATING TO CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE)

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, Steven C. Tussey ("Assignor", whether one or more persons are included) hereby transfers, conveys and assigns to Donald W. Tussey and Charlotte A. Tussey ("Assignee", whether one or more persons are included) all of Assignor's right, title, and interest in and to the Contract (as defined below) and the real estate described therein.

The "Contract" is that certain instrument designated "Land Contract for sale of Real Estate Doc. No. 584058", originally made between (HERE insert exact name of instrument) Giles W. Hall and Carolyn S. Hall, as seller, and Donald W. Tussey Charlotte A. Tussey and Steven C. Tussey, as buyer, dated August 1 19 79, for conveyance of the following described real estate located in Lake County, Indiana; to-wit:

Lots 4, 5 and 6, Block 9, Highgrove 2nd Subdivision Plat Book 16, page 20, in Lake County, Indiana.

commonly known as

This Assignment is subject to

- (a) the acceptance of this assignment by Assignee and his agreement to the terms of the acceptance stated below, and
(b) the execution of the Consent by the record titleholders as stated below, if required by the Contract

Assignor warrants and represents that

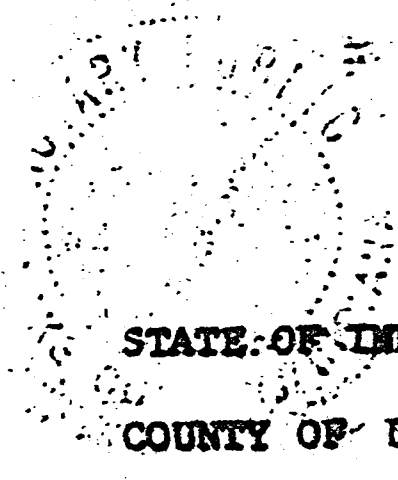
- (a) the principal balance owed on the Contract as of the date of this Assignment of Contract is the sum of *Two Thousand Nine Hundred Seventy Two and 13/100* Dollars (\$2,972.13),
(b) the Contract is not delinquent or in default,
(c) interest has been paid to May 1, 1981, and
(d) all taxes and assessments due before the date of this Assignment of Contract have been paid.

This Assignment of Contract shall not release or discharge the Assignor from his obligations to fulfill the terms and conditions of the Contract.

Dated this 12th day of May, 1981.

Signature of Steven C. Tussey, Assignor

Signature line for Assignor



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, personally appeared Steven C. Tussey and [blank], and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 12th day of May, 19 81.

Signature of Richard A. Zuniga, Notary Public

My Commission Expires: September 12, 1982

Vertical stamp: JUN 3 2 43 PM '81 WILLIAM BIRNBAUM RECORDS

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ACCEPTANCE

The undersigned, being the Assignee, hereby accepts the foregoing assignment and agrees

- (1) to be bound by and to perform the terms, conditions and obligations of the Contract identified in the Assignment of Contract above, except as any of such terms, conditions or obligations may be lawfully waived in writing;
- (2) to assume all amounts payable under the Contract as of the date of the Assignment of Contract;
- (3) to make the periodic payments required by the Contract, beginning June 1, 1981; and
- (4) to save the Assignor harmless from any damages arising by reason of any subsequent default under the Contract occurring after the date of this acceptance.

This acceptance shall inure to the benefit of the Seller as well as of the Assignor.

Dated this 12th day of May, 1981.

Donald W. Tussey Assignee
Charlotte A. Tussey Assignee

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Before me, the undersigned Notary Public, personally appeared Donald W. Tussey and Charlotte A. Tussey and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 12th day of May, 1981.

My Commission Expires:
September 12, 1982

Richard A. Zunica
 RICHARD A. ZUNICA Notary Public

CONSENT

The undersigned, record titleholders of the above described real estate and being the seller in the contract described in the above Assignment of Contract, hereby consent to the foregoing assignment and confirm to and for the benefit of the Assignee that:

- (a) the principal balance owed on the Contract is the sum of Two Thousand Nine Hundred Seventy Two and 13/100 Dollars (\$ 2,972.13), which is the balance after receipt of the payment due the 1st day of May, 1981.
- (b) there are no delinquencies or defaults outstanding on the Contract, and
- (c) it is presently in full force and effect.

Giles W. Hall Seller
Carolyn S. Hall Seller

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Before me, the undersigned Notary Public, personally appeared Giles W. Hall and Carolyn S. Hall and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 12th day of May, 1981.

My Commission Expires:
September 12, 1982

Richard A. Zunica
 RICHARD A. ZUNICA Notary Public

Prepared by: Richard A. Zunica 162 Washington St., Lowell, IN 46356 Attorney at Law