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Ret to Richard Zunica P.O. Box 302 Lowell,

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.

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The "Contract" is that certain instrument designated "Contract for Conditional Sale of Real Estate", originally made between Arthur G. Perry Doc. No. 550895, as seller, and Donald W. Tussey Charlotte A. Tussey and Steve Tussey, as buyer, dated September 15 19 79, for conveyance of the following described real estate located in Lake County, Indiana; to-wit:

Lots 247 and 250 in Cedar Point Park, as per plat thereof, recorded in Plat Book 15, page 5, in the Office of the Recorder of Lake County, Indiana.

commonly known as

This Assignment is subject to

- (a) the acceptance of this assignment by Assignee and his consent 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 \*Ten Thousand Eighty One and 80/100\* Dollars (\$ 10,081.80), (b) the Contract is not delinquent or in default, (c) interest has been paid to April 14, 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, 19 81.

X Steven C Tussey Assignor

Assignor

STATE OF INDIANA ) )SS: COUNTY OF LAKE )

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

Richard A. Zunica Notary Public

My Commission Expires: September 12, 1982

STATE OF INDIANA OFFICE OF THE RECORDER WILLIAM DELSKYR JUN 1 2 20 1981

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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 May 15, 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.

Richard A. Zunica  
 RICHARD A. ZUNICA Notary Public

My Commission Expires:  
September 12, 1982

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 Ten Thousand Eighty One and 80/100 \* Dollars (\$10,081.80), which is the balance after receipt of the payment due the 14th day of April, 1981.
- (b) there are no delinquencies or defaults outstanding on the Contract, and
- (c) it is presently in full force and effect.

Arthur G. Perry Seller  
Arthur G. Perry Seller

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

Before me, the undersigned Notary Public, personally appeared Arthur G. Perry and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 12th day of May, 1981.

Richard A. Zunica  
 RICHARD A. ZUNICA Notary Public

My Commission Expires:  
September 12, 1982

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