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Atty David J. Sims
11108 W 133rd Ave
Cedar Lake, Ind 46303

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.

CHICAGO TITLE INSURANCE COMPANY

663269

ASSIGNMENT OF CONTRACT INDIANA DIVISION
(RELATING TO CONTRACT FOR CONDITIONAL R-50966
SALE OF REAL ESTATE) Inv 267753

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, Joel J. Gold and Mary Gold ("Assignor", whether one or more persons are included) hereby transfers, conveys and assigns to Terry L. Kretz and Janet L. Kretz ("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The "Contract" is that certain instrument designated "Real Estate Contract", originally made between (HERE insert exact name of instrument) James H. Kennedy and Joan Ruth Kennedy, as seller, and Joel J. Gold, Mary Gold, Terry L. Kretz and Janet L. Kretz, as buyer, dated October 7, 1978, for conveyance of the following described real estate located in Lake County, Indiana; to-wit:

Lots 3, 4, 5, Airport Heights, as shown in Plat Book 34, page 11, in Lake County, Indiana.

(including Assignors' first option to purchase Lot 6)
~~XXXXXXXXXXXXXXXXXXXX~~

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 ~~XXXXXXXXXXXXXXXXXXXX~~

Assignor warrants and represents that

- (a) the principal balance owed on the Contract as of the date of Assignment of Contract is the sum of Forty-Five Thousand Eight Hundred Thirty-Five 69/100 Dollars (\$ 45,835.69),
- (b) the Contract is not delinquent or in default,
- (c) interest has been paid to October 7, 1981, and
- (d) all taxes and assessments due before the date of this Assignment of Contract have been paid.

and This Assignment of Contract shall ~~XXXX~~ release ~~XXX~~ discharge the Assignor from his obligations to fulfill the terms and conditions of the Contract.

Dated this 12th day of November, 1981.

X Joel J. Gold
JOEL J. GOLD Assignor

X Mary Gold
MARY GOLD Assignor

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, personally appeared Joel J. Gold and Mary Gold, and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 12th day of November, 1981.

Ruth E. Briggs
Notary Public

My Commission Expires:
Oct. 19, 1985

County of Residence: LAKE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAR 25 9 11 AM 1982
WILLIAM BIELSKI
RECORDER

550

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 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ 7th day of October, 1981.
- (3) to make the periodic payments required by the Contract, beginning October 7, 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 November, 1981.

Terry L. Kretz Assignee
Janet I. Kretz Assignee

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Before me, the undersigned Notary Public, personally appeared Terry L. Kretz and Janet I. Kretz and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 12th day of November, 1981.

My Commission Expires: Oct 19, 1985
 County of Residence: LAKE

Ruth E. Briggs
 Notary Public
 CONSENT ROTH E. BRIGGS

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 Fourty-Five Thousand Eight Hundred Thirty-Five and 69/100 Dollars (\$ 45,835.69), which is the balance after receipt of the payment due the 7th day of October, 1981.
- (b) there are no delinquencies or defaults outstanding on the Contract, and
- (c) it is presently in full force and effect.

James H. Kennedy Seller
Joan Ruth Kennedy Seller

OHIO)
 STATE OF ~~INDIANA~~)
 LAWRENCE SS:
 COUNTY OF ~~LAKE~~)

Before me, the undersigned Notary Public, personally appeared James H. Kennedy and Joan Ruth Kennedy and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 30 day of November, 1981.

THURMA GLANVILLE
 Notary Public, State of Ohio
 My Commission Expires Oct 14, 1985
 Notary Public
Thurma Glanville

My Commission Expires: 10-14-85
 County of Residence:
 Prepared by: David J. Sims

_____, Attorney at Law

P.O. Box 88, Cedar Lake, Indiana 46303