

Noel & Noel
8238 Calumet Ave
Munster, IN

685160

ESCROW AGREEMENT

(Escrow No. _____)

October 19th 1982

THIS INDENTURE WITNESSETH:

That the undersigned, MARY A. SAKSA, has this day deposited with NONA L. NOEL, as Escrowee, a Warranty Deed conveying conditional sale of real estate known as 7119 Maryland Avenue, Hammond, Indiana, to JOSEPH J. SAKSA and ELIZABETH SAKSA, husband and wife, pursuant to a certain written "Contract for Conditional Sale of Real Estate" entered into by MARY A. SAKSA, as Seller, and JOSEPH J. SAKSA and ELIZABETH SAKSA, husband and wife, as Buyers, a copy of which fully executed, dated and delivered by all parties on the 6th day of October, 1981, is attached hereto, made a part hereof, and marked "Exhibit A".

In consideration of the acceptance of this Escrow deposit of said Warranty Deed by Nona L. Noel, as Escrowee, the parties, to-wit: MARY A. SAKSA and JOSEPH J. SAKSA and ELIZABETH SAKSA, husband and wife, and their respective heirs, assigns, successors and personal representatives, do hereby agree:

1. The Warranty Deed hereinabove referred to shall remain in the possession of Nona L. Noel, as Escrowee, and shall be released to Buyers on payment in full of the purchase price for said real estate under said "Agreement".
2. If the Buyers commit any act or permit or allow any default under the said "Agreement", the Seller shall notify the Escrowee in writing of said default and the Escrowee shall notify the Buyers of such default. If the Buyers fail to cure such default within thirty (30) days in the case of default other than payment of any installment or the balance due under said "Agreement", the Escrowee shall thereupon deliver the Warranty Deed to the Seller and this escrow shall terminate. If the Buyers fail to cure a default in the payment of any installment or the balance due under said "Agreement" within ten (10) days, the Escrowee shall thereupon deliver the Warranty Deed to the Seller and this escrow shall terminate.
3. Upon payment in full of the balance due under the said "Agreement", the Buyers shall notify the Escrowee of such payment in full and the Escrowee shall thereupon send a copy of such notice to the Sellers. Ten (10) days after the mailing of such notice to the Seller, the Escrowee shall deliver the Warranty Deed to the Buyers, unless the Seller notifies the Escrowee that such "Agreement" has not been fully performed by the Buyers. Upon delivery of the Warranty Deed, this escrow shall close.
4. It is further agreed and understood by and between the parties as follows:
 - (a) That this Escrow Agreement is a personal one, the duty of the Escrowee being only to the parties hereto, their respective heirs, assigns, personal representatives or successors, and to no other person whomsoever.

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(b) That no assignment of the interest of any of the parties hereto shall be binding upon the Escrowee unless and until written evidence of such assignment in form satisfactory to Escrowee shall be filed with and accepted by Escrowee.

(c) That the Buyers will pay to the Escrowee its reasonable charges for services rendered herein.

(d) That in the event said Warranty Deed or any sum deposited hereunder shall be attached, garnished or levied upon under any Order of Court, or the delivery thereof shall be stayed or enjoined by an Order of Court, or any other judgment or decree shall be made or entered by any Court affecting the property deposited under this Agreement, or any part thereof, said Escrowee is hereby expressly authorized, by the parties hereto, in its sole discretion to obey and comply with all writs, orders or decrees so entered or issued, whether with or without jurisdiction and in case said Escrowee obeys or complies with any such writ, order or decree, it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(e) That in the event said Escrowee becomes involved in litigation, on account of this deposit or this Agreement, it shall have the right to retain counsel and shall have a lien on the property deposited hereunder for any and all costs, attorney's fees, charges, disbursements and expenses in connection with such litigation and shall be entitled to reimburse itself therefor out of the property deposited hereunder, and if it shall be not sufficient to provide full reimbursement, the parties hereto jointly and severally agree to pay to said Escrowee, on demand, its reasonable charges, counsel and attorney's fees, disbursements and expenses in connection with such litigation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 19th day of October, 1982.

Mary A. Saksa (SEAL)
Mary A. Saksa

Joseph J. Saksa (SEAL)
Joseph J. Saksa

Elizabeth Saksa (SEAL)
Elizabeth Saksa

ACCEPTED:

Nona L. Noel
Nona L. Noel