ASSIGNMENT

The undersigned Thomas D. Stackert, as Trustee, and as Agent for Partnership Iota, for and in consideration of One (\$1.00) Dollar, and other good and valuable considerations in hand paid, does hereby sell, assign, transfer and convey to Raymond J. Neiner of Lake County, Indiana, all of assignor's right, title and interest into and under the following:

- (1) Installment Land Contract dated 12/16/80 and recorded in Lake County, Indiana 12/18/80, between Thomas D. Stackert, as Trustee for Partnership Iota, as seller and Steven Medved and Janette Medved, as purchasers, pertaining to Lot 3, Southwood, a Subdivision, as per Plat Book 49, page 49, in Lake County, Indiana.
- (2) Installment Land Contract dated 12/27/80 and recorded in Lake County, Indiana 1/12/81, between Thomas D. Stackert, as agent for Partnership Iota, as seller, and Frank C. Manista and June J. Manista, his wife, as purchasers, pertaining to Lot 35, Southwood, a Subdivision, as per Plat Book 49, page 49, in Lake County, Indiana.
- (3) Installment Land Contract dated 12/27/80 and recorded in Lake County, Indiana 1/12/81, between Thomas D. Stackert, as agent for Partnership Iota, as seller, and Robert J. Belei and Judith L. Belei, as purchasers, pertaining to Lot 38, Southwood, a Subdivision, as per Plat Book 49, page 49, in Lake County, Indiana.
- Partnership Iota, individually, or in any capacity whatever, at any bank or brokerage, or other financial institution having bedowith or in any way pertaining to Partnership Iota or Southwood, a subdivision in Lake County, Indiana, as per Plat Book 49, page 49, in Lake County, Indiana.

Dated and executed this 25 day of January, 1983.

THOMAS D. STACKERT, Trustee and Agent Partnership Iota and Southwood

Subdivision

Ti20.50

STATE OF Thireday

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named THOMAS D. STACKERT, Trustee and Agent Partnership Iota and Southwood Subdivision, who acknowledged that execution of the foregoing instrument as his free and volun-

Witness my hand and seal this 25th day of January, 1983.

commission expires:

NOTARY PUBLIC STATE OF FLORIDA BONDED THRU GENERAL INSURANCE UND. MY COMMISSION EXPIRES JULY 16 1986

The undersigned, Raymond J. Neiner, as Assignee, does hereby accept the foregoing Assignment and assumes all rights, and obligations pertinent thereto in the place and stead of Assignor.

Dated and executed this ____ 3/__ day of January, 1983.

STATE OF SS: COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named RAYMOND J. NEINER, who acknowledged the execution of the foregoing instrument as his free and voluntary act.

Witness my hand and seal this 3/5- day of January, 1983 My commission expires:

Jed. 1, 1986

County of Residence: LAKE

Prepared by Kenneth D. Reed, Attorney at Law

STORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY THE SELECTION OF A FORM OF TRUMENT'S FILLING INTELLING INTELL CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE THIS CONTRACT, made and entered into by and between THOMAS D. STACKERT, AS TRUSTEE (hereinafter called "Seller") and STEVE P. MEDVED AND D. JANETTE MEDVED (hereinafter called "Buyes") WITNESSETH: Seller hereby agrees to and does sell to Buyer, and Buyer, hereby agrees to and does purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter __, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"): LOT 3, SOUTHWOOD SUBDIVISION, AS SHOWN IN PLAT BOOK 49. PAGE 49, LAKE COUNTY, INDIANA upon the following covenants, terms and conditions: The Purchase Price and Manner of Payment 1. The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and _____ Dollars (\$18,000.00 2. The Manner of Payment. The purchase price shall be paid in the following manner: was paid by Buyer to Seller at the time of the execution and delivery of this contract, and the receipt of such sum is hereby acknowledged by Seller. (b) The sum of ONE HUNDRED AND SEVENTY-EIGHT AND FORTY-ONE HUNDREDTHS Dollars (\$ 178,41 shall be paid monthly, beginning ______ January 15 _____, 19.81 , and on the same date of each month thereafter, until the remainder of the purchase price, with interest as herein provided, has been paid inafull. (c) The unpaid balance of the purchase price shall bear interest at the rate of 102 per annum. upon the principal sum unpaid at the beginning of such period. The amount of interest so found due shall be deducted from the amount of aggregate payments made during the succeeding period and the balance of the aggregate of such payments shall be credited against the principal. (d) All payments due hereunder shall be made to THOMAS D. STACKERT, AS TRUSTEE _ or at such other place as Seller shall designate in writing. 193 PINEHURST CIRCLE, NAPLES, FLORIDA 33942 Propayment of the Purchase Price Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes,

full payment of the purchase price.

The failure or omission of Seller to enforce any of his right or remedies upon any breach of any of the covenants, terms or conditions of this contract shall not bar or abridge any of his rights or remedies upon any subsequent default.

Before Seller shall pursue any of his rights or remedies under this Article IX, he shall first give Buyer written notice of the default complained of and Buyer shall have 30 days from the posting of such notice to correct any default; provided, however 30 days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer under this contract.

General Agreements of Parties

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box postage prepaid.

Unless the rate of interest is otherwise specifically stated, interest provided by this contract shall be computed at the rate set forth in paragraph 2 of Article I of this contract or if no rate is there set forth at

the rate of ______per annum.

$\mathbf{X}\mathbf{I}$

Additional Covenants

IN ADDITION TO THE MONTHLY PAYMENT AS SETFORTH IN PARAGRAPH 1, (2), (b), THE PURCHASER SHALL PAY TO THE SELLER AN AMOUNT EQUAL TO ONE-TWELVETH OF THE ANNUAL TAXES ASSESSED TO THE INVOLVED REAL ESTATE AND THE IMPROVEMENTS THEREON, IF ANY.

In WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this 16th day of <u>December</u> THOMAS D. STACKERT, AS TRUSTEE, BY FLANK BUYER. STATE OF INDIANA COUNTY OF LAKE 16th day of December , 1980 Before me, a Notary Public in and for said County and State, on this . personally appeared STEVE P. MEDVED AND D. JANETTE MEDVED and also appeared FRANK A. ANTONOVITZ and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed. WITNESS my hand and Notarial Scal. Marilyn J. Gibbs My commission expires: \blacksquare _ Resident of STATE OF INDIANA **\SS**: COUNTY OF Before me, a Notary Public in and for said County and State, on this ... personally appeared ______ and also appeared and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed. WITNESS my hand and Notarial Scat. My commission expires: _. Resident of _____ This Instrument was prepared by FRANK A. ANTONOVITZ Attorney at Law.

613919

CONTRACT FOR SALE OF REAL ESTATE

		on.u	
THIS AGREEMENT, m	ade and entered into	n this 27th day o	C December
1980. by and between	Partnership Iota	and the state of t	
TO THE PARTY OF TH	AUSTERIAL SECTION		
of Lake County,	State of Indiana	, were in a rer des	renated as
Seller: And Frank (C	. and June J. Manis	ta	
Lake County,	。 1984年 新疆海南北京美国海路1985 · 1985 · 1985 · 1985 · 1985 · 1985 · 1985 · 1985 · 1985 · 1985 · 1985 · 1985 · 1985 · 1	r i transferiore de la compansión de la comp	\$ 190 - 120 C TO STORE THE STORE STO
Transfer of Committee and Comm			
Buyer, WITNESSETH:			

terms hereinafter set forth, the Seller armen to sell and convey to the Buyer the following described real estate in Lake Co., State of Indiana, to wit:

Lot 35 in Southwood Subdivision, located in

Lake County, Indiana, Plat Book 49, page 49

The Seller acknowledges the receipt of Five Thousand (\$5,000.00)

and no/100 - - - - - - Dollars is the initial payment on the sale price of Eighteen Thousand Five Hundred (\$18,500.00) & no/10gollars.

Naples, Fla. 33940, or at such other place as the Seller may in writter from time to time direct, not less than the sum of One Hundred Sevanty-eight & 41/100 (\$178.41) - - - - pollars on the 27th day of each consecutive month commencing on the 27th day of January , 19 81 antil the said sale price, together with interest thereon at 10 per each, were annum, computed monthly , is fully paid; and if until final each is made hereunder, the Buyer

(a) shall bey as and when due the May instableant of the 19.81 exact on said premiser becoming due and payable in 1982 and all taxes becoming due and payable thereafter; the following special assessments on ald land; to wit:

Julyon

nd 11 5386181 ARSERFASHES hereafter levied thereon; and all other charges in the ARSERFASHES be suffered by the Seller that may be hereafter be presented to the Seller on or before the first payments so made shall exprents become due;

- part thereof nor remove nor alter any buildings thereon without first procuring the written consent of the Seller; however, if the Seller approves the assignment of this contract, the Seller shall be remunerated only for the cost of obtaining satisfactory credit information on the assignee;
- ants to be contained in the deed of the Seller as hereinafter provided and which restrictions, conditions and covenants are hereby made effective from the date of this agreement;
- (e) and shall permit the Seller during all reasonable hours, to go upon the premises for the purpose of inspecting the same; then and in that event and, at the time of the final payment, the Seller agrees to execute and deliver to the Buyer a good and sufficient warranty deed conveying said premises to Buyer in fee simple, subject, nevertheless to all taxes, assessments and other charges described in clause (a) above and those falling due thereafter; to all liens or incumbrances thereon created or suffered by the Buyer; to zoning regulations now or hereafter imposed thereon; to all restrictions, conditions and covenants now of reaffecting either the alienability or the use of said premises; and to the following restrictions, conditions and/or covenants:

At the time of delivery of dead, the Seller further agrees to deliver to the Grantee herein named an abstract of title certified to date as near to final closing as reasonably possible, prepared by an Abstract Company maintaining an adequate title plant, or whose abstracts are generally accepted by financial institutions and attorneys who are members of the Bar Association, which abstract shall disclose in the Seller a merchantable title subject only to such items to which the Seller's deed is to be made subject, as hereinabove provided. In the event the Buyer demands a certification of the abstract at a time other than at final closing, as herein provided, such certification shall be construed as full compliance with the terms of this contract.

In the event it is mutually acrosed by and between the Buyer and the Seller that an Owner's Policy of Title Insurance shall be accepted in lieu of an abstract, as evidence of title, then and in that event delivery to the Buyer of an Owner's Policy of Title Insurance valued at the purchase price, and issued in the name of the Buyer by an insurance company license to do business in the State of Indiana, and which policy is subject only to such limitations and/or liens as shall be assumed by the Buyer, shall be construed to comply with the requirements of title evidence as hereinbefore provided.

Interest shall, at the end of each period, be added to the unpaid balance of the sale price existing at the commencement of such period. From the total thus obtained shall be deducted all payments made hereunder on account of principal and interest to the Seller during such period and the remainder shall stand as the unpaid balance for the next succeeding period.

The Seller may, at his election, place and/or maintain a mortgage on said premises for an amount not in excess of the then unpaid balance of the sale price; and the Buyer agrees that any such mortgage shall shall be a first lien and prior to any interest of his in said premises; provided that in the event the Seller shall hereafter elect to place such a mortgage on said premises he shall before the execution thereof, give the Buyer written notice of such proposed execution, which notice shall contain the name of the mortgage, the principal amount, the rate of interest and the date of maturity of the proposed mortgage. If such notice shall state that the mortgage requires further assurance of the priority of, such proposed mortgage, then the Buyer agrees within ten days after receipt of such notice to execute such further assurance of priority as may be required by such mortgage, provided, however, that the Buyer shall not

be required to bind himself personally to pay the mortgage debt. the execution and recording of any such mortgage, the Buyer may, at his election, reduce the unpaid balance of the sale price hereunder to an amount equal to the unpaid balance of such mortgage debt and demand the warranty deed herein provided for and in such event the Seller shall immediately deliver to the Buyer such deed which, in such event, shall contain a clause whereby the grantee shall assume and agree to pay the indebtedness secured by the said mortgage. Such assumption of the mortgage debt shall in such event constitute final payment hereunder.

Time is of the essence of this contract. In the event that the Buyer shall fail to perform any of the acts and/or fail to make any of the payments herein to be done or made by the Buyer, as specified herein, promptly and at the time stipulated therefor, and/or fail to execute, when requested by the Seller so to do, the further assurances provided for in the preceding paragraph, then all payments made hereunder prior to such default shall be retained by the Seller as end for damages for the use and occupancy of the premises to the date of default and Seller shall thereupon be relieved from all liability hereunder to the Buyer. Immediately upon default, and without demand or notice, the Buyer agrees that he will surrender to the Seller peaceable and immediate possession of said premises together with all improvements thereon. In the event of default and the failure of Buyer to surrender possession of said real estate as above provided the Seller may proceed in any action at law or in equity for the possession of said real estate and for damages for the withholding thereof and for waste or damage done thereto.

The buyer may make payments in excess of those stated herein or pay the entire unpaid balance at any time without penalty, with interest combuted to date;

Possession hereunder shall be given by the Seller to the Buyer on the 27th day of December, 1980.

Further conditions: If for any reason whatsoever Purchaser defaults, fails to fulfill this contract or otherwise voids this contract, it is understood that the commission will be returned by CENTURY 21 McCOLLY REALTOR to Seller on a pro rata basis.

The parties agree that the provisions of this contract shall be binding upon, apply to and inure to the benefit of their respective heirs, successors and assigns in the same manner and to the same extent as such provisions bind, apply to and inure to the benefit of themselves.

IN WITNESS WHEREOF, the parties either personally or by duly authorized officers or agents have signed, sealed and delivered this agreement in duplicate counter-part each of which shall be an original the day and year first above written.

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-1ler	By: Jhours	DS	Lachers,	agent BI	uver)		- ouroto.	
Administration of the Control of the	Thomas	D. S	Stackert,	Agent		tune J	Manista		

STATE OF INDIANA SS: COUNTY OF LAKE

before me a Notary Public in and for said County and State on this 316 day of Dromlo personally appeared Thomas D. Stackert as agent for Partnership lota and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

Witness my hand and Notarial Seal,

My Commission expires: __

Ronald F. McColly Residence of Porter County

STATE OF THE IANA

COUNTY OF LAKE

Before me, a Notary Public in and for said County and State on this Though Confuce of Participation of the above and foregoing Contract for conditional Sale of Real Estate to be his and her voluntary act and Residence. Forter

LAWYERS TITLE INS. CORP. 7895 BROADWAY MERRILLVILLE

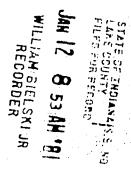
613918

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into this 27th day of December

19 <u>-8</u>	0, by and between	. Par	tnership IOTA		1. 10	
of _	Lake County,	State of	Indiana,	hereinafter	designated	8.8
Sell	er; and Robe	ct J. and	Judith L. Bel	.ei		4.5-20-20
of _	Lake County,	State of	Indiana,	hereinafter	designated	.88
Buye	r, WITNESSERR:					•
	In consideration	of the ac	ets and paymen	its of the E	Buyer and up	on the
term	s hereinafter set	forth, th	ne Seller agr	ees to sell	and convey	to the
Виуе	r the following d	escribed n	real estate in	n Lake Co.	, State of	
In	diana , to wi	t: .				

Lot 38 in Southwood Subdivision, located in Lake County, Indiana, Plat Book 49, page 49



The Seller acknowledges the receipt of Four Thousand Five Hundred (\$4,500.00) and no/100 - - - - Dollars as the initial payment on the sale price of Seventeen Thousand Five Hundred (\$17,500.00) & no/1000llars.

If the Buyer shall pay to the Seller at 507 Turtle Hatch Lane,

Naples, Fla. 33940, or at such other place as the Seller may in writing from time to time direct, not less than the sum of One Hundred

Seventy-one & 80/100 (\$171.80) - - - - Dollars on the 27th day of
each consecutive month commencing on the 27th day of January, 1981
until the said sale price, together with interest thereon at 10 per
cent, per annum, computed monthly, is fully paid; and if until final
payment is made hereunder, the Buyer

(a) shall pay as and when due the May installment of the 19 81 taxes on said premises becoming due and payable in 19:82 and all taxes becoming due and payable thereafter; the following special assessments on said land, to-wit:

and all special assessments hereafter levied thereon; and all other charges of any kind not created or suffered by the Seller that may be hereafter levied or assessed against said premises; evidence of payments so made shall be presented to the Seller on or before the first payment date after such payments become due;

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- (b) shall not use said premises or permit said premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or depreciate the value thereof;
- (c) shall neither assign this contract nor let said premises or any part thereof nor remove nor alter any buildings thereon without first procuring the written consent of the Seller; however, if the Seller approves the assignment of this contract, the Seller shall be remunerated only for the cost of obtaining satisfactory credit information on the assignee;
- (d) shall not violate any of the restrictions, conditions or covenants to be contained in the deed of the Seller as hereinafter provided and which restrictions, conditions and covenants are hereby made effective from the date of this agreement;
- (e) and shall percht the Seller during all reasonable hours, to go upon the premises for the purpose of inspecting the same; then and in that event and, at the time of the final payment, the Seller agrees to execute and deliver to the Buyer a good and sufficient warranty deed conveying said premises to Buyer in fee simple, subject, nevertheless, to all taxes, assessments and other charges described in clause (a) above and those falling due thereafter; to all liens or incumbrances thereon created or suffered by the Buyer; to zoning regulations now or hereafter imposed thereon; to all restrictions, conditions and covenants now of record affecting either the alienability or the use of said premises; and to the following restrictions, conditions and/or covenants:

At the time of delivery of deed, the Seller further agrees to deliver to the Grantee herein named an abstract of title certified to date as near to final closing as reasonably possible, prepared by an Abstract Company maintaining an adequate title plant, or whose abstracts are generally accepted by financial institutions and attorneys who are members of the Bar Association, which abstract shall disclose in the Seller a merchantable title subject only to such items to which the Seller's deed is to be made subject, as hereinabove provided. In the event the Buyer demands a certification of the abstract at a time other than at final closing, as herein provided, such certification shall be construed as full compliance with the terms of this contract.

In the event it is mutually agreed by and between the Buyer and the Seller that an Owner's Policy of Title Insurance shall be accepted in lieu of an abstract, as evidence of title, then and in that event delivery to the Buyer of an Owner's Policy of Title Insurance valued at the purchase price, and issued in the name of the Buyer by an insurance company licensed to do business in the State of <u>Indiana</u>, and which policy is subject only to such limitations and/or liens as shall be assumed by the Buyer, shall be construed to comply with the requirements of title evidence as hereinbefore provided.

Interest shall, at the end of each period, be added to the unpaid clance of the sale price existing at the commencement of such period.

com the total thus obtained shall be deducted all payments made hereunder on account of principal and interest to the Seller during such period and the remainder shall stand as the unpaid balance for the next succeeding period.

The Seller may, at his election, place and/or maintain a mortgage on said premises for an amount not in excess of the then unpaid balance of the sale price; and the Buyer agrees that any such mortgage shall shall be a first lien and prior to any interest of his in said premises; provided that in the event the Seller shall hereafter elect to place such a mortgage on said premises he shall before the execution thereof, give the Buyer written notice of such proposed execution, which notice shall contain the hame of the mortgage, the principal amount, the rate of interest and the date of maturity of the proposed mortgage. If such notice shall such proposed mortgage, then the Buyer agrees within ten days after receipt of such notice to execute such further assurance of priority as may be required by such mortgage, provided, however, that the Buyer shall not

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be required to bind himself personally to pay the mortgage debt. the execution and recording of any such mortgage, the Buyer may, at his election, reduce the unpaid balance of the sale price hereunder to an amount equalito the unpaid balance of such mortgage debt and demand the warranty deed herein provided for and in such event the Seller shall immediately deliver to the Buyer such deed which, in such event, shall contain a clause whereby the grantee shall assume and agree to pay the indebtedness secured by the said mortgage. Such assumption of the mortgage debt shall in such event constitute final payment hereunder, &

Time is of the essence of this contract. In the event that the Buyer shall fail to perform any of the acts and/or fail to make any of the payments herein to be done or made by the Buyer, as specified herein, promptly and at the time stipulated therefor, and/or fail to execute, when requested by the Seller so to do, the further assurances provided for in the preceding paragraph, then all payments made hereunder prior to such default shall be retained by the Seller as and for damages for the use and occupancy of the premises to the date of default and Seller shall thereupon be relieved from all liability hereunder to the Buyer. Immediately upon default, and without demand or notice, the Buyer agrees that he will surrender to the Seller peaceable and immediate possession of said premises together with all improvements thereon. In the event of default and the failure of Buyer to surrender possession of said real estate as above provided the Seller may proceed in any action at law or in equity for the possession of said real estate and for damages for the withholding thereof and for waste or damage done thereto.

The buyer may make payments in excess of those stated herein or pay the entire unpaid balance at any time without penalty, with interest computed to date;

Possession hereunder shall be given by the Seller to the Buyer on the 27th day of December, 19 80.

Further conditions: If for any reason whatsoever Purchaser defaults, fails to fulfill this contract or otherwise voids this contract, it is understood that the commission will be returned by CENTURY 21 McCOLLY REALTOR to Selver on a pro rata basis.

By mald 7. Me Col The parties agree that the provisions of this contract shall be binding upon, apply to and inure to the benefit of their respective heirs,() successors and assigns in the same manner and to the same extent as such provisions bind, apply to and inure to the benefit of themselves.

Contury 21 McCally Realton ()

IN WITNESS WHEREOF, the parties either personally or by duly authorized officers or agents have signed, sealed and delivered this agreement in duplicate counter-part each of which shall be an original the day and year first above written.

Seller Partnership IOTA Buyer	Kohnt V. Belei
Seller Brenchouse l. Sturbert, agent Buxer	Robert J. Berei Baei
STATE OF INDIANA	Judith L. Belei
COUNTY OF LAKE Before me a notary public in and for said County Before me a notary public in and for said County	and state on this Hoday of 1000mbon
Before me a notary public in and for said county	t as agent for Partnership 10TA and
acknowledged the execution of the above and foreg	oing Contract for Conditional Sale of
Real Estate to be his voluntary act and deed.	Lung F. M. Colle
111 American Inchiscond Spirit Minter 1 at 1 Sea !	V
My Commission expires 4/4/84 Residence: F	Porter Ronald F. McColly
STATE OF INDIANA	
Before me, a Notary Public in and for said County	, and State on this 7th day of January, 1981
Before me, a Notary Public In and for said County personally appeared Robert J. Belei and Judith L.	Belei and acknowledged the execution of th
personally appeared Robert J. Belei and Judith L. above and Toregoing Contract for Conditional Sale	e of Real Estate to be his and her voluntary
act and deed	$\mathcal{L}(\mathcal{L}_{\mathcal{L}})$
Witness my hand and Noterial Seal	
Michael Company	Marilyn J. Globs \ Resident of Porter County
My Commission Expired 12/20/82	Resident of forcer odding