

2

780378

Atty Tim Galvin, Jr.  
5231 Hohman Ave  
Hammond, Ind  
# 5-0004114-00  
R-55078

STATEMENT OF LIEN

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

WHEREAS, Phyllis Rearick Carson and Raymond Carson entered an Ante-Nuptial Agreement dated March 6, 1981 which provides at Item 7 as follows:

Rearick presently owns her own home. Carson is a tenant in an apartment. The parties intend that, on a temporary basis, they will live in the Rearick home; however, an attempt will be made to sell the Rearick home shortly after the marriage. The parties then intend to purchase a new home which will be held in their name as tenants by the entireties. The parties contemplate that a substantial portion of the home will be paid by using the proceeds of the sale of the Rearick home. The parties agree that the funds advanced by Rearick to purchase this home shall constitute a lien on the new residence and that a statement of the lien in favor of Rearick, her heirs, devisees, legatees, and assigns, will be executed by both parties and recorded at the time the home is purchased. This statement of lien shall provide that the lien will be paid in the event the house is sold during the lifetime of Rearick. It will further provide that upon the death of Rearick, Carson will immediately pay off the lien or arrange for the sale of the house so that the lien can be paid. Carson will have no personal liability to pay the lien,

WHEREAS, Phyllis Rearick Carson sold the home which she owned prior to her marriage;

WHEREAS, Phyllis Rearick Carson and Raymond Carson have purchased a new home as tenants by the entireties on real described as:

Lot 70, in the resubdivision of all of Castlewood Unit 1, an addition to Town of Dyer, as per plat thereof, recorded in Plat Book 51, page 30 in the Office of the Recorder of Lake County, Indiana, and amended by certificate of correction recorded December 4, 1979, as Document Number 562652.

(Commonly known as 2611 Castlewood Drive, Dyer Indiana 46311),

and \$115,000.00 of the proceeds of the home of Phyllis Rearick Carson was applied to the purchase price.

NOW THEREFORE IT IS AGREED by the undersigned Phyllis Rearick Carson and Raymond Carson as follows:

- (1) That a lien in the amount of \$115,000.00 is

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
Nov 15 1 26 PM '84  
WILLIAM BIELESKI JR  
RECORDER

61  
550  
551

created on the above described real estate in favor of Phyllis Rearick Carson, her heirs, devisees, legatees and assigns;

- (2) That no payments will be made by the parties to liquidate the debt during the lifetime of Phyllis Rearick Carson and no interest will accumulate on the debt;
- (3) That if the parties sell the real estate during the lifetime of Phyllis Rearick Carson then she will receive the first \$115,000.00 from the net proceeds of the sale as a payment in liquidation of this debt, and said proceeds will be subject to the terms of the Ante-Nuptial Agreement between the parties;
- (4) That upon the death of Phyllis Rearick Carson, then Raymond Carson will either (a) pay off the debt and obtain a release of the lien within 120 days or arrange for the sale of the above described real estate so that the debt can be paid; provided however Raymond Carson shall have no liability for the debt.

IN WITNESS WHEREOF, the undersigned parties have executed this Statement of Lien this 30<sup>th</sup> day of October, 1984.

Phyllis Rearick Carson  
Phyllis Rearick Carson

Raymond Carson  
Raymond Carson

STATE OF INDIANA        )  
                                  )    SS:  
COUNTY OF LAKE        )

Before me a Notary Public in and for said County and State personally appeared Phyllis Rearick Carson and Raymond Carson and acknowledged the execution of the foregoing Statement of Lien this 30<sup>th</sup> day of October, 1984.

Timothy P. Galvin, Jr.  
Timothy P. Galvin, Jr.  
Notary Public

My Commission Expires:

July 24, 1987

County of Residence: Lake