

ASSIGNMENT OF CONTRACT

(RELATING TO CONTRACT FOR CONDITIONAL  
SALE OF REAL ESTATE)

793695

TICOR TITLE INSURANCE  
Crown Point, Indiana

FOR VALUABLE CONSIDERATION, receipt whereof is hereby  
acknowledged, JERRY D. WILSON and PATRICIA E. WILSON, <sup>formerly</sup> husband and wife,  
("Assignors"), hereby transfer, convey, and assign to ROBERT S. APATHY  
and JANE E. APATHY, husband and wife, ("Assignees"), all of Assignors'  
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 as  
"Real Estate Contract", originally made between EDWARD W. SPRINGS and  
FRANCIS R. SPRINGS, husband and wife, and JOHN F. BRINKLEY and REBECCA S.  
BRINKLEY, husband and wife, as parties of the first party, and JERRY D.  
WILSON and PATRICIA E. WILSON, husband and wife, as parties of the second  
part, dated the 12th day of March, 1981, <sup>recorded May 11, 1982 as Document No.</sup> for conveyance of the following 668244  
described real estate located in Lake County, Indiana, to-wit:

Lot 18 in Block 7 in Resubdivision of  
Garden Homes, as per plat thereof, re-  
corded in Plat Book 23, page 55, in the  
Office of the Recorder of Lake County,  
Indiana,

commonly known as 3512 East 36th Avenue, Lake Station, Indiana.

This assignment is subject to the acceptance of this  
assignment by Assignees and their agreement to the terms of the accept-  
ance as stated below, and the execution of the consent by the record  
titleholders as stated below.

Assignors warrant and represent that the principal bal-  
ance owed on the contract as of the date of this assignment of contract  
is the approximate sum of NINE THOUSAND DOLLARS (\$9,000.00); that the  
contract is not delinquent or in default; interest has been paid to  
March 1, 1984, and all taxes and assessments due before the date of  
this assignment of contract have been paid.

This assignment of contract shall not release the Assignors  
from their obligations to fulfill the terms and conditions of the contract.

STATE OF INDIANA  
LAKE COUNTY  
RECORDED  
FEB 27 3 36 PM '85  
RUDDOLPH CLAY  
RECORDER

21  
8.00

Dated this 7th day of March, 1984.

Drew E. Sterby  
WITNESS

Keith GrandHill  
WITNESS

Jerry D. Wilson  
JERRY D. WILSON, Assignor

Patricia E. Wilson  
PATRICIA E. WILSON, Assignor

A C C E P T A N C E

The undersigned, being the Assignees, hereby accept the foregoing assignment and agree 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; to assume all amounts payable under the contract as of the date of the assignment of contract; to make periodic payments required by the contract, beginning March 13, 1984; and to save the Assignors 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 Assignors.

Dated this 7th day of March, 1984.

Drew E. Sterby  
WITNESS

Keith GrandHill  
WITNESS

Robert S. Apathy  
ROBERT S. APATHY, Assignee

Jane E. Apathy  
JANE E. APATHY, Assignee

C O N S E N T

The undersigned, record title holders 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 Assignees that:

(a) the principal balance owed on the contract is the approximate sum of NINE THOUSAND DOLLARS (\$9,000.00), which is the balance after receipt of the payment due on the 13th day of February, 1984;

(b) there are no delinquencies or defaults outstanding on the contract; and,

(c) it is presently in full force and effect.

Drew E. Starby  
WITNESS

Keith Humphreys  
WITNESS

Edward W. Springs  
EDWARD W. SPRINGS

Francis R. Springs  
FRANCIS R. SPRINGS

John F. Brinkley  
JOHN F. BRINKLEY

Rebecca S. Brinkley  
REBECCA S. BRINKLEY

"Record Titleholders"

This Instrument Prepared By: GREGORY J. SARKISIAN  
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