

123573-85

809367

QUITCLAIM DEED

THIS INDENTURE WITNESSETH that American Trust and Savings Bank, Whiting, Indiana, an Indiana Banking Corporation, of Lake County, State of Indiana,

RELEASE AND QUITCLAIM to FLORENCE L. GAZDA, JOHN M. GAZDA and GREGORY JAMES GAZDA, as joint tenants with right of survivorship and not as tenants in common, of Lake County, in the State of Indiana, for the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations the following described real estate in Lake County, in the State of Indiana:

Lot 17 in Block 3 in Central Park Addition to Whiting, as per plat thereof, recorded in Plat Book 5, page 1, in the Office of the Recorder of Lake County, Indiana, more commonly known and described as 1741 Cleveland Avenue, Whiting, Indiana, bearing Tax Key No. 29-35-15.

This conveyance is given subject to real estate taxes for payable in 1986 and subsequent, together with covenants, conditions, restrictions, easements and limitations of record.

Grantor certifies that there is no Indiana Gross Income Tax due by reason of this transfer.

IN WITNESS WHEREOF, the said American Trust and Savings Bank, Whiting, Indiana, an Indiana Banking Corporation, pursuant to authority of its Board of Directors has caused the execution hereof by its duly authorized Officers and the affixing thereto of its Corporate Seal, this 24th day of May, 1985.

**DULY ENTERED FOR TAXATION**  
JUN 28 1985

AMERICAN TRUST AND SAVINGS BANK

BY: Norbert P. Grenchik  
Norbert P. Grenchik, President

ATTEST: Philip J. Grenchik  
Philip J. Grenchik, Secretary

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named American Trust and Savings Bank, an Indiana Banking Corporation, by Norbert P. Grenchik, its President and by Philip J. Grenchik, its Secretary, who, as such President and Secretary, respectively, for and on behalf of said Corporation, acknowledged the execution of the foregoing Deed to be the voluntary act and deed of said Corporation.

WITNESS my hand and seal this 14th day of June, 1985.

My Commission Expires:  
February 25, 1988

Patricia L. Babair  
Patricia L. Babair, Notary Public  
A Lake County Resident

This instrument prepared by Attorney Donald L. Gray, 1244-119th Street, Whiting, In.

MAIL TAX STATEMENTS TO:

46394  
**1383**  
800

MOOR TITLE INSURANCE  
Green Pond, Indiana

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

JUL 1 8 48 AM '85  
RUDOLPH J. DAY  
RECORDER

AGREEMENT TO ACCEPT DEED IN PAYMENT OF MORTGAGE  
DEBT AND OTHER INDEBTEDNESS

This Agreement made and entered into this 4 th day of June, 1980, by and between John Gazda and Florence Gazda, husband and wife, as Mortgagors as the First Party, and American Trust and Savings Bank, Whiting, Indiana, as Motgagee, hereinafter referred to as Second Party.

WITNESSETH: The Second Party is now the owner of the Mortgage Indebtedness secured by Motgage executed by John Gazda and Florence Gazda, husband and wife, to two American Trust and Savings Bank, Whiting, Indiana, dated September 30, 1975 in the principal sum of \$36,000.00 and recorded in the Office of the Recorder of Lake County, Indiana, on October 2, 1975 as Document No. 319334, mortgaging the following described real estate, namely:

Lot Seventeen (17), Block Three (3), Central Park Addition  
to Whiting, as shown in Plat Book 5, page 1, in Lake County,  
Indiana (more commonly known and described as 1741 Cleveland  
Avenue, Whiting, Indiana, 46394,

# 29-35-12

together with all buildings thereon situated and appurtenances thereto belonging and appertaining .

Said First Parties desire to procure a cancellation and an extinguishment of said Mortgage indebtedness evidenced by Mortgage Loan No. 01006003-40 having an unpaid balance of \$34,392.81, commercial loan #52945-S having an unpaid balance of \$17,795.82, and Installment Loan #01072448-35 having an unpaid balance of \$9,009.15 together with other indebtedness owed to the Second Party in the sum of \$61,464.91 and desire and have proposed to convey the above described real estate and all of their right, title and interest therein to Second Party in payment and satisfaction of said Mortgage Indebtedness and other indebtedness hereinbefore described, and upon payment of the further consideration of the sum of \$35.09 and said Second Party is willing to accept and has accepted said proposition so made by the First Party.

Said First Parties have therefore contemporaneously herewith and in consideration hereof conveyed said real estate to Second Party by their Deed of

**FILED**

JUN 28 1985

-1-

*John O. ...*  
AUDITOR LAKE COUNTY

**1384**

Conveyance by them delivered to said Second Party contemporaneously with the execution of this agreement, and have, by said Deed, vested in said Second Party the full and absolute fee simple title to said real estate in full and absolute ownership and possession thereof.

Now, therefore, said Second Party has agreed to accept, and does accept, said conveyance in full payment, satisfaction and discharge of said Mortgage indebtedness and other indebtedness as hereinbefore described and all unpaid interest thereon, and it is hereby agreed by and between the Parties hereto, in consideration of said conveyance, all of said Mortgage indebtedness and other indebtedness as hereinbefore described, together with interest thereon, secured by said Real Estate Mortgage has been, and is hereby, cancelled, satisfied and extinguished, and that all persons liable thereon are hereby released and discharged from said indebtedness.

All promises, undertakings and agreements of the Parties hereto in respect to or relating to the subject matter of this agreement are expressed and embodied herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

John M. Gazda  
John Gazda

Florence L. Gazda  
Florence Gazda, First Parties

American Trust and Savings Bank  
By: Walter J. Bunch  
Second Party

