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#118535-84

Return to: Bartel Zandstra  
atty. at law

TICOR TITLE INSURANCE  
Crown Point, Indiana

893353

**MEMORANDUM OF AGREEMENT  
REGARDING CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE**

This Agreement, made and entered into by and between BARBARA E. McCARLEY, a single person, of Schererville, Lake County, Indiana, hereinafter called "Seller", and FRANCES JOHNSON (a/k/a FRANCES A. JOHNSON), hereinafter called "Buyer".

**W I T N E S S E T H:**

WHEREAS, the parties hereto and THOMAS S. JOHNSON have, on the ninth day of November, 1976, entered into a Contract for Conditional Sale of Real Estate legally described as:

That part of Lot 18, except the Easterly 5 feet thereof, Block 21, Town of Schererville, as shown in Miscellaneous Record "A", page 512, in Lake County, Indiana, lying Easterly of a tract conveyed to the Town of Schererville for a public street; the Easterly line of said tract being described as follows: Commencing at a point on the North line of Joliet Street, said point being 17.38 feet Northerly of the Northeasterly right-of-way line of the Pittsburgh, Chicago, Cincinnati and St. Louis Railway Company, and running thence Northwesterly to a point on the North line of said Lot 18, said point being 36.5 feet Northeast of the Northeasterly right-of-way line of said railway company, all in the Town of Schererville, Lake County, Indiana; Key No. 13-51-20

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DEC 24 1986  
Auditor, LAKE COUNTY

more commonly known as 1619 Junction Avenue, Schererville, Indiana; and

WHEREAS, THOMAS S. JOHNSON and FRANCES JOHNSON (a/k/a FRANCES A. JOHNSON), have had their marriage dissolved pursuant to Cause No. 583-998, Lake Superior Court, Hammond, Indiana entitled "FRANCES A. JOHNSON vs. THOMAS JOHNSON", said case having been venued to the Porter Superior Court, Valparaiso, Indiana, on October 31, 1983; and

WHEREAS, all right, title and interest in and to said real estate was awarded to FRANCES JOHNSON (a/k/a FRANCES A. JOHNSON) pursuant to the Decree of the Court entered in said cause on April 4, 1984; and

WHEREAS, the parties have agreed that the legal description for the real estate purchased and sold pursuant to the above referred to Contract is incorrect, and that the correct legal description is as follows:

The Northerly 50 feet, except the Easterly 5 feet thereof, of that part of Lot 18, except the Easterly 5 feet thereof, block 21, Town of Schererville, as shown in Miscellaneous Record "A", page 512, in the Office of the Recorder of Lake County, Indiana, lying Easterly of a tract conveyed to the Town of Schererville for a public street; the Easterly line of said tract being described as follows: Commencing at a point on the North line of Joliet Street, said point being 17.38 feet Northerly of the Northeasterly right-of-way line of the Pittsburgh, Chicago, Cincinnati &

New Key  
13-51-23

510-7.00  
+1  
1529

St. Louis Railway Company, and running thence North-  
westerly to a point on the North line of said Lot 18, said  
point being 36.5 feet Northeast of the Northeasterly  
right-of-way line of said railway company, all in the Town  
of Schererville, Lake County, Indiana; and

**WHEREAS**, the parties further stipulate and agree that  
that the Contract for Conditional Sale of Real Estate in all other  
respects is correct and in full force and effect,

**NOW, THEREFORE**, in consideration of the payment of One  
Dollar and other good and valuable consideration, the parties agree  
that the legal description set forth in the above referred to  
Contract for Conditional Sale of Real Estate dated November 9, 1976,  
is incorrect and that the correct legal description is as follows:

*New  
Key  
13-51-23*


The Northerly 50 feet, except the Easterly 5 feet thereof,  
of that part of Lot 18, except the Easterly 5 feet thereof,  
block 21, Town of Schererville, as shown in Miscellaneous  
Record "A", page 512, in the Office of the Recorder of Lake  
County, Indiana, lying Easterly of a tract conveyed to the  
Town of Schererville for a public street; the Easterly  
line of said tract being described as follows: Commencing  
at a point on the North line of Joliet Street, said point  
being 17.38 feet Northerly of the Northeasterly right-  
of-way line of the Pittsburgh, Chicago, Cincinnati &  
St. Louis Railway Company, and running thence North-  
westerly to a point on the North line of said Lot 18, said  
point being 36.5 feet Northeast of the Northeasterly  
right-of-way line of said railway company, all in the Town  
of Schererville, Lake County, Indiana

more commonly known as 1619 Junction Avenue, Schererville, Indiana,  
46375.

IN WITNESS WHEREOF, the Seller and Buyer have executed  
this instrument in duplicate on this 16 day of May,  
1984.

SELLER

BUYER

  
BARBARA E. MCCARLEY  
7-31-86

  
FRANCES JOHNSON a/k/a  
FRANCES A. JOHNSON

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared BARBARA E. MCCARLEY, and  
acknowledged the execution and the truth of the statements contained  
in the foregoing Memorandum of Agreement, and that said execution  
was her free and voluntary act for the uses and purposes therein set  
forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this 31 day of July, 1986.

My Commission Expires:  
7-16-89

William T. Enslin  
WILLIAM T. ENSLEN Notary Public  
Resident of LAKE County

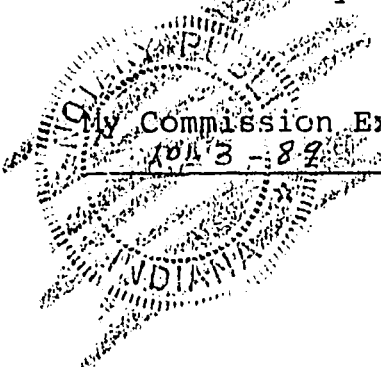
STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANCES JOHNSON a/k/a FRANCES A. JOHNSON and acknowledged the execution and the truth of the statements contained in the foregoing Memorandum of Agreement, and that said execution was her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this 16<sup>th</sup> day of July, 1986.

My Commission Expires:  
10-3-89

Jerald Sheppard  
Notary Public  
Resident of PORTER County



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8/2/86

THIS INSTRUMENT PREPARED BY: BARTEL ZANDSTRA, Attorney at Law  
Zandstra and Muha  
3235 - 45th Avenue, Suite 302  
Highland, IN 46322