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Timothy O. Malloy

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STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT
ROOM NUMBER FIVE
SITTING AT HAMMOND, INDIANA

ROLAND MOORE and MOORE REAL
ESTATE, INC.,

IN OPEN COURT

DEC 6 1983

Plaintiffs

Rafel Malloy

Clerk of the Jasper Circuit Court

-vs-

CAUSE NO. 575-547

JAMCO BUILDERS, INC., JACK D.
SIMMONS, NORMAN D. HARING,
CHARLES H. HERSHMAN,

Defendants

No Real Estate

ORDER AND JUDGMENT

This matter having come before the Court on Plaintiff's Motion for Summary Judgment, and a hearing having been held on the 17th day of November, 1983, whereat counsel for Plaintiff appeared by attorney ROBERT M. MIRKOV, and the Defendants appeared neither in person or by attorney; and evidence having been heard, the Court now finds as follows:

1. That the Defendants, and each of them, were properly served with Summons and Complaint and were properly joined as parties to this action.

2. That on the 24th day of April, 1974, the Defendants, NORMAN D. HARING, CHARLES H. HERSHMAN and JACK D. SIMMONS, doing business as JAMCO BUILDERS, INC., entered into an exclusive listing contract with the Plaintiffs, ROLAND MOORE and MOORE REAL ESTATE INC., whereby the Plaintiffs were to undertake to find purchasers of homes to be built by the Defendants, and the Defendants were to pay Plaintiffs six percent (6%) of the sales price, if any purchasers were found.

3. That the Plaintiffs consummated an agreement with James A. McClellan on July 13, 1974, wherein it was agreed that McClellan was to purchase a home for construction by the Defendants.

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Timothy O. Malloy
AUDITOR LAKE COUNTY

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4. That the Plaintiffs consummated an agreement with Billy King and Dolpha Jean King on July 1, 1974, wherein it was agreed that Billy King and Dolpha Jean King were to purchase a home for construction by the Defendants.

5. That the Plaintiffs consummated an agreement with Travis J. Jones and Marjorie P. Jones on June 28, 1974, wherein it was agreed that Travis J. Jones and Marjorie P. Jones were to purchase a home for construction by the Defendants.

6. That the Plaintiffs consummated an agreement with Robert Rado and Ida M. Rado on August 23, 1974, wherein it was agreed that Robert Rado and Ida M. Rado were to purchase a home for construction by the Defendants.

7. That the Plaintiffs performed all conditions required of them by the exclusive listing contract by finding ready, willing and able buyers for the Defendants' homes, and the Defendants, though obligated to perform, failed to perform and pay the Plaintiffs pursuant to the commission agreement.

8. That the Plaintiffs have been damaged by the actions of the Defendants in the amount of SIX THOUSAND FORTY AND 00/100 (\$6,040.00) DOLLARS.

9. That the Plaintiffs are entitled to interest at the rate of eight percent (8%) per annum, and to costs of this action.

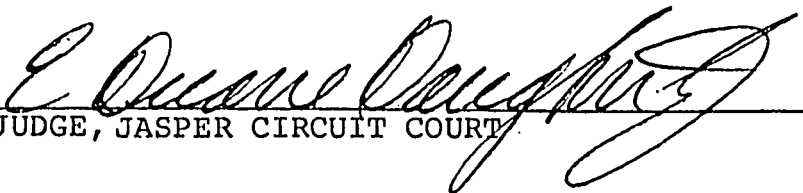
10. That the Defendants, and each of them, did prepare and compose of and concerning the Plaintiffs herein, a certain letter, which contained false and defamatory matters about the Plaintiffs herein, with respect to their particular office, profession and trade.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiffs be, and hereby are, awarded judgment against the Defendants, and each of them, for breach of the exclusive listing agreement, which judgment is in the amount of SIX THOUSAND FORTY AND 00/100 (\$6,040.00) DOLLARS, plus eight percent (8%) interest per annum

from and after the date of filing of Plaintiffs' Complaint, for costs of this action.

IT IS FURTHER ORDERED that Plaintiffs are free to present evidence to this Court upon the question of punitive damages and damages as a result of the libelous writings of the Defendants, and, upon submission of such evidence, the Court may make a determination as to the propriety of allowing such damages.

ALL OF WHICH IS ORDERED, ADJUDGED AND DECREED this 6th
day of December, 1983, at 11:00 A.M.



JUDGE, JASPER CIRCUIT COURT

STATE OF INDIANA, Jasper COUNTY, SS:

I, Ralph Mathew, Clerk of Jasper Circuit Court
within and for said County and State, do hereby certify that the above and foregoing is a true
and correct, full and complete copy "ORDER AND JUDGMENT" In the Matter of
ROLAND MOORE AND MOORE REAL ESTATE, INC., VS JAMCO BUILDERS, INC., JACK D.
SIMMONS, NORMAN D. HARING, CHARLES H. HERSHMAN, Cause No. C-636-75

as the same appears by the original and the record thereof now on file in my office and in
my custody.

WITNESS, my hand and the Seal of said Court, at Rensselaer

this 7 day of November

A. D. 19 86.

Ralph Mathew
CLERK OF THE Jasper CIRCUIT COURT

By Jim Hatchcock
dep.

