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900692

ASSIGNMENT OF CONTRACT  
(RELATING TO CONTRACT FOR CONDITIONAL  
SALE OF REAL ESTATE)

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged,  
JOHN STOCKARD, JR. ("Assignor",  
whether one or more persons are included) hereby transfers, conveys and assigns to  
DENNIS KENNEDY  
("Assignee", whether one or more persons are included) all of Assignor's 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 "Real Estate  
Purchase Contract", originally made between  
(HERE insert exact name of instrument) Association, as Trustee under the  
provisions of a trust agreement dated April 26, 1974, known as Trust No. P-5366  
and Dennis Kennedy and John Stockard, Jr., as buyer, dated April 1,  
19 84, for conveyance of the following described real estate located in  
Lake County, Indiana; to-wit: See attached legal description.

A Memorandum of Contract was recorded in the Office of the Recorder of  
Lake County, Indiana, as Document No. 753039, on April 17, 1984.

This Assignment is subject to

- (a) the acceptance of this assignment by Assignee and his agreement to the terms of the acceptance stated below, and
- (b) the execution of the Consent by the record titleholders as stated below, if required by the Contract

Assignor warrants and represents that

- (a) the principal balance owed on the Contract as of the date of this Assignment of Contract is the sum of One Hundred Eleven Thousand Five Hundred Twenty-seven & 04/100--- Dollars (\$111,527.04),
- (b) the Contract is not delinquent or in default,
- (c) interest has been paid to April 30, 1986, and
- (d) all taxes and assessments due before the date of this Assignment of Contract have been paid.

This Assignment of Contract shall not release or discharge the Assignor from his obligations to fulfill the terms and conditions of the Contract.

Dated this 31st day of July, 1986

John Stockard, Jr. Assignor  
\_\_\_\_\_  
Assignor

Tennessee  
STATE OF INDIANA )  
Hamilton ) SS:  
COUNTY OF Lake )

Before me, the undersigned Notary Public, personally appeared John Stockard, Jr.,  
\_\_\_\_\_, and acknowledged the execution of the above  
and foregoing to be ~~his~~ his voluntary act and deed this 31st day of  
July, 1986.

My Commission Expires:  
2-4-87

Gracie M. Nowell  
Notary Public  
Resident of HAMILTON County

RICHARD J. BLASTICK  
RECORDER, LAKE COUNTY  
CROWN POINT, INDIANA 46307  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING  
FEB 6 12 35 PM '87

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ACCEPTANCE

The undersigned, being the Assignee, hereby accepts the foregoing assignment and agrees

- (1) 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;
- (2) to assume all amounts payable under the Contract as of the date of the Assignment of Contract;
- (3) to make the periodic payments required by the Contract, beginning June 1, 1986; and
- (4) to save the Assignor 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 Assignor.

Dated this 3 day of FEB, 1987.

Dennis Kennedy  
Dennis Kennedy, Assignee  
Assignee

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Lake )

Before me, the undersigned Notary Public, personally appeared Dennis Kennedy and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 2/3 day of 1987.

My Commission Expires: 2/87

David K. Runco  
Notary Public  
Resident of La Porte County  
CONSENT

The undersigned, record titleholders 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 Assignee that:

- (a) the principal balance owed on the Contract is the sum of One Hundred Eleven Thousand Five ~~Hundred Twenty-seven & 04/100~~ Dollars (\$111,527.04), which is the balance after receipt of the payment due the 1st day of May, 1986.
- (b) there are no delinquencies or defaults outstanding on the Contract, and
- (c) it is presently in full force and effect. GAINER BANK, as Trustee under Trust No. P-5366

By: \_\_\_\_\_

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, as the Vice President and Assistant Cashier of Gainer Bank, National Association, as Trustee under Trust No. P-5366, and acknowledged the execution of the above and foregoing to be their voluntary act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

My Commission Expires: \_\_\_\_\_

Notary Public  
Resident of \_\_\_\_\_ County

Prepared by: MATTHEW P. DOGAN  
626 West Ridge Road, Gary, Indiana 46408  
Attorney at Law

Part of the Southwest Quarter of Section 24, Township 35 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at a point on the South line of U.S. Highway No. 30, said point being 1286.09 feet East of the West line of said Section 24, as measured along said South line; thence South  $00^{\circ}01'19''$  East 469.00 feet; thence South  $89^{\circ}45'45''$  East 157.32 feet; thence South  $00^{\circ}01'19''$  East 274.72 feet to the true point of beginning; thence South  $89^{\circ}48'11''$  East 217.68 feet to the West right of way line of Utah Street; thence South  $00^{\circ}01'19''$  East along said West right of way line of Utah Street 190.00 feet to the North right of way line of 82nd Court; thence North  $89^{\circ}48'11''$  West along said North right of way line of 82nd Court 217.68 feet; thence North  $00^{\circ}01'19''$  West 190.00 feet to the point of beginning, containing 0.949 acres, more or less.