

Olson & O'Connell
5212 Hammond Ave
Hammond 46320

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STATE OF INDIANA)
) SS: IN THE LAKE SUPERIOR COURT
COUNTY OF LAKE)

MICHAEL J. EVANO

Filed in Open Court

Plaintiff

-vs-

APR 21 1988

Cause No. 45D01-8803

FRANK F. WOSZCZYNSKI

Defendant

Robert C. [Signature]
CLERK LAKE SUPERIOR COURT

DEFAULT JUDGMENT

LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307

APR 28 1 22 PM '88

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR REC'D

The Defendant, having been served by Sheriff on March 16 1988, returnable April 5, 1988, is now in default, and the Court enters judgment by default against him and hereby finds:

1. On August 31, 1984, a certain parcel of real estate located in Lake County, Indiana, was sold to Plaintiff and Defendant by means of a Contract for Conditional Sale of Real Estate executed on that date, said real estate being described as follows:

Lots 32, 33, 34 and 35 in Block 1, Second Lake Addition to Hammond, as shown in Plat Book 18, page 12, in Lake County, Indiana

#34-244-32

2. Said property was purchased on contract from Sellers, not a party to this action, for a price of \$122,000.00, with a cash down payment in the amount of \$22,393.64 being made entirely by Plaintiff at the time of purchase; with no contribution from Defendant.

3. At the time of said purchase, it was agreed between Plaintiff and Defendant that Defendant would be responsible for one-half of said down payment which would be payable to Plaintiff on demand, and for future payments on the contract.

4. Plaintiff has made several demands to Defendant for his contribution to the down payment but Defendant has failed and refused to make any such payments to Plaintiff.

FILED

APR 28 1988

Anna N. Antos
AUDITOR LAKE COUNTY

[Handwritten initials]

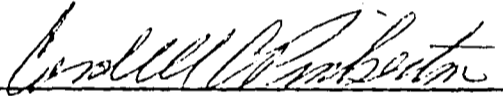
5. Since August 31, 1984, all required payments upon the contract for the sale of the real estate, all taxes, and all insurance has been paid entirely by the Plaintiff, without contribution from the Defendant as agreed.

6. Having paid exclusively the down payment, contract payments, and tax and insurance payments, Plaintiff is entitled to transfer of Defendant's interest in the contract and property to adjust the equities of the co-tenancy.

7. Said real estate is not subject to partition.

CONCLUSIONS OF LAW

That any interest of the Defendant is hereby foreclosed, and any interest in the parties' contract for the purchase of the subject real estate is completely and entirely the interest of Plaintiff, Michael J. Evano. Any former interest of Defendant, Frank F. Woszczynski, is foreclosed and awarded to Plaintiff.



Judge, Lake Superior Court
Room Number One

The United States of America



STATE OF INDIANA, COUNTY OF LAKE, ss:

I, the undersigned, Clerk of the Lake SUPERIOR Court of Lake County, and the keeper of the records and files thereof, in the State aforesaid, do hereby certify, that the above and foregoing is a full, true, correct and complete copy of the Order of Court dated April 21, 1988 in Cause No. 45-D01-8803-CP 00145-0 entitled Michael J. Evano -VS- Frank F. Woszczynski, as fully as the same appears of record in my office as such Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office in Hammond, Indiana in the said County, this 25th day of April, A. D., 1988

Robert C. Artuch

Clerk Lake SUPERIOR Court

By Cynthia A. Perkins Deputy