

CONTRACT OF RESCISSION

NOV 10 1988

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*Anna N. Antos*  
AUDITOR LAKE COUNTY

STEVAN MICIC and ZAGORKA MICIC, husband & wife, hereafter called Seller, and RICHARD CHRISTENSON, hereafter called Buyer, hereby make the following agreement of rescission of their CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE, [hereafter Conditional Contract], said contract executed by the parties on or about November 10, 1986. Consideration for this Contract of Rescission is found hereafter by the parties in the following terms and conditions:

- 1. On or about November 10, 1986 the parties entered into an agreement for the conditional sale of real estate owned by the Sellers, to wit real estate described as follows:

A parcel of real estate not less than 6 acres and not greater than 8 acres adjacent to State Road 8 and 231 and described as follows:

Beginning at the Northeast corner of said parcel as described herein and running West approximately 360 feet along State Road 8 to the point of beginning. Thence South approximately 700 feet; thence West approximately 400 feet thence North approximately 700 feet to the North property line of said parcel; thence East 400 feet along State Road 8 to the point of beginning; and

The East Half of the Northwest Quarter of Section 9, Township 34 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, EXCEPT the following two described parcels of land:

PARCEL 1: A part of the East Half of the Northwest Quarter of Section 9, Township 34 North, Range 9 West of the 2nd P.M., described as follows: Commencing at the Southwest corner of said East Half of the Northwest Quarter; then East along the South line thereof, 165.00 feet to the point of beginning; thence North parallel to the West line of said East Half of the Northwest Quarter, a distance of 660.00 feet; thence East parallel to the South line of said East Half of the Northwest Quarter a distance of 495.00 feet; thence North parallel to the West line of said East Half of the Northwest Quarter a distance of 495.00 feet; thence 674.11 feet to a point on the East line of said East Half of the Northwest Quarter that is 1155.00 feet North of the Southeast corner of said East Half of the Northwest Quarter; thence South along said East line 1155.00 feet to the Southeast corner of said East Half of the Northwest Quarter; thence West along the South line of said East Half of the Northwest Quarter, a distance of 1163.86 feet to the point of beginning, in Lake County, Indiana, and except

PARCEL 2: A part of the Northwest Quarter of Section 9, Township 34 North, Range 9 West of the Second Principal Meridian, situated in Lake County, State of Indiana, and being more particularly described as follows: Beginning at a point on the North line of said Section 9, said point being 1329.34 feet East of the Northwest corner of Section 9, said point also being the Northeast corner of land described in Deed Record 118, page 358; thence Southwardly along the East line of said land described in Deed Record 118, page 358, and the East line of land described in Deed Record 115, page 513, a distance of 2660.40 feet to a point on the South line of the Northwest Quarter of said Section 9, said point being the Southeast corner of said land described in Deed Record 115, page 513; thence Eastwardly with a deflection angle of 89 degrees 17 minutes 30 seconds to the left along the South line of the Northwest Quarter of said Section 9 a distance of 165 feet to a point; thence

LILLIAN A. BLASTICK  
RECORDER, LAKE COUNTY  
CROWN POINT, INDIANA 46307  
STATE OF INDIANA V.S. NO. 1  
LAKE COUNTY  
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Northwardly with a deflection angle of 90 degrees 42 minutes 30 seconds to the left parallel with the East line of said land described in Deed Record 115, page 513, a distance of 660 feet to a point; thence Eastwardly with a deflection angle of 90 degrees 42 minutes 30 seconds to the right parallel with the South line of the Northwest Quarter of said Section 9, a distance of 495 feet to a point; thence Northwardly with a deflection angle of 90 degrees 42 minutes 30 seconds to the left parallel with the East line of said land described in Deed Records 115, page 513, and 118, page 358, a distance of 1341.32 feet to a point; thence Westwardly with a deflection angle of 89 degrees 22 minutes to the left parallel with the North line of said Section 9 a distance of 495 feet to a point; thence Northwardly with a deflection angle of 89 degrees 22 minutes to the right parallel with the East line of said land described in Deed Record 118, page 358, a distance of 660 feet to a point on the North line of said Section 9; thence Westwardly with a deflection angle of 89 degrees 22 minutes to the left along the North line of said Section 9, a distance of 165 feet to the place of beginning of this description.

- 2. Certain promises in that agreement [Conditional Contract] have not been lived up to by the Buyer.
- 3. The breach of agreement by the Buyer is causing financial difficulties on part of the Sellers.
- 4. In order to alleviate those difficulties and avoid litigation, the Seller is willing to rescind the agreement made between the parties, pursuant to terms and conditions as set forth herein.
- 5. The Buyer, in order to avoid paying the damages and costs, including attorney fees, for his breach of that agreement, agrees to rescind the agreement made between the parties, pursuant to the terms and conditions as set forth herein.
- 6. The Buyer will immediately, contemporaneous with the execution of this agreement, sign a Quit Claim deed prepared by the Sellers, said deed assigning all of the Buyer's interests, if any, in the real estate named in the Contract for Conditional Sale of Real Estate, to the Sellers.
- 7. Further consideration shall be: THREE THOUSAND FIVE HUNDRED AND NO/100

WHEREFORE, witness our hand and seal this 9 day of November 1988.

Stevan Micic  
Stevan Micic

Zagorka Micic  
Zagorka Micic

Richard Christenson  
Richard Christenson

VOYLE A. GLOVER  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. JUNE 14, 1992

Before me, a Notary Public in and for the state of Indiana, county of Lake, appeared the above named parties and acknowledged their signatures hereto on this 9th day of November 1988.

Voyle A. Glover