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RIGHT OF FIRST REFUSAL

STATE OF INDIANA, S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
MAR 3 8 41 AM '90  
ROBERT BOGGIN  
RECORDER  
RELAND

**AGREEMENT** made and entered into the 16th day of March 1990 by and between JOSEPH N. EISMIN, JR. and MARY LOU EISMIN (hereinafter referred to as "Grantor"), and LAWRENCE A. VIERS and THOMAS A. NIMTZ (hereinafter referred to as "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of real estate (hereinafter referred to as "Real Estate") located in Lake County, Indiana, whose legal description is:

Lot 2 of the Eismin Addition to the Town of Munster, Lake County, Indiana, recorded in Plat Book 68 page 11 in the Office of the Lake County Recorder.

and

**WHEREAS**, Grantor desires to offer to Grantee and Grantee desires to acquire from Grantor a right of first refusal for said Real Estate upon the terms and conditions set forth herein.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing and mutual promises contained herein, the parties agree as follows:

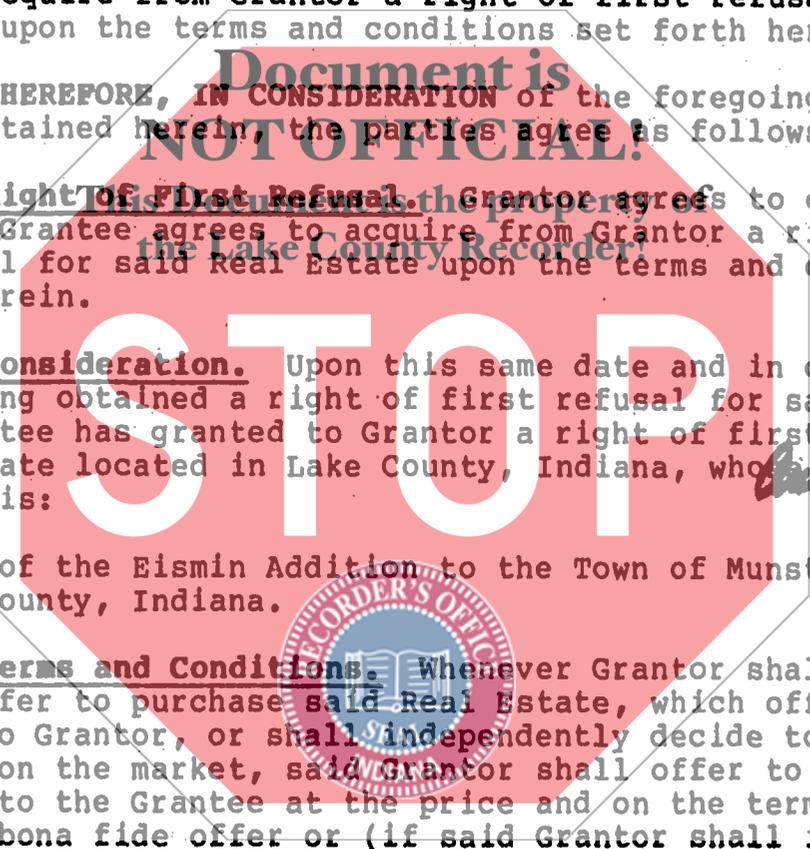
1. **Right of First Refusal.** Grantor agrees to offer to Grantee and Grantee agrees to acquire from Grantor a right of first refusal for said Real Estate upon the terms and conditions set forth herein.

2. **Consideration.** Upon this same date and in consideration of having obtained a right of first refusal for said Real Estate, Grantee has granted to Grantor a right of first refusal for Real Estate located in Lake County, Indiana, whose legal description is:

Lot 1 of the Eismin Addition to the Town of Munster, Lake County, Indiana.

3. **Terms and Conditions.** Whenever Grantor shall receive a bona fide offer to purchase said Real Estate, which offer is acceptable to Grantor, or shall independently decide to put said Real Estate on the market, said Grantor shall offer to sell said Real Estate to the Grantee at the price and on the terms contained in the said bona fide offer or (if said Grantor shall independently have decided to put said Real Estate on the market) at the price and on the terms acceptable to Grantor. Grantee shall have ten (10) days within which to accept or refuse such offer. If Grantee refuses to purchase said Real Estate at the price and on the terms proposed by Grantor, Grantor shall be free to sell said Real Estate to the party who shall have made a bona fide offer or (if Grantor shall independently have decided to put said Real Estate on the market) to any third party purchaser, in either case at a price and on terms not substantially more favorable to the third party purchaser than those offered, as aforesaid, to Grantee.

4. **Notices.** Any notice, consent, demand, or other communication required or permitted under this Agreement shall be in writing and delivered by mailing by certified or registered U.S. Mail, return receipt requested, with sufficient prepaid postage affixed, addressed in the case of the Grantor to 8 Morgan Boulevard, Valparaiso, Indiana, 46383, or in the case of Grantee to 32 Ridge Road, Munster, Indiana, 46321, or to such other addresses as a party may require by notice given in such manner.



FILED

MAR 30 1990

Lawrence A. Viers  
AUDITOR LAKE COUNTY

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