

159606 GROVES

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GENERAL POWER OF ATTORNEY

STATE OF OKLAHOMA

COUNTY OF TULSA

Know all Men by These Presents, which are intended to constitute a **GENERAL POWER OF ATTORNEY**

That I SUSAN PATTERSON GROVES a/k/a Susan P. Groves
(Insert name of principal)

12529 E. 38th St., Tulsa, OK 74146
(Insert address of principal)

do hereby appoint DONALD RAY GROVES a/k/a Donald R. Groves
(Insert name of agent)

12529 E. 38th St., Tulsa, OK 74146
(Insert address of agent)

(Insert name of agent if more than one agent is designated)

(Insert address of agent if more than one agent is designated)

My Attorney(s)-in-Fact TO ACT (jointly), as my true and lawful Attorney(s)-in-Fact, for me and in my name, place and stead:

(A) Power with Respect to Bank Accounts. To establish accounts of all kinds for the financial institutions of any kind; to modify, terminate, make deposits to and withdraw checks on and endorse checks for or make withdrawals from all accounts in my name or with respect to which I am an authorized signatory; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any financial institution.

(B) Power with Respect to Safe-Deposit Boxes. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory; to add to, and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

(C) Power to Sell and Buy. To sell and buy personal, intangible or mixed property, upon such terms and conditions as may seem appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; and to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me.

(D) Power to Exercise Rights in Securities. To exercise all rights with respect to securities that I now own, or may hereafter acquire; and to establish, utilize and terminate brokerage accounts.

(E) Power to Borrow Money (including any Insurance Policy Loans). To borrow money for my account upon such terms and conditions as may seem appropriate and to secure such borrowing by the granting of security interests in any property or interest in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds therefrom.

(F) Power with Respect to Taxes. To prepare, sign and file Federal, state and/or local income, gift, property or other tax returns, claims, etc.

STATE OF OKLAHOMA
LAKE COUNTY
RECORDS
MAY 10 11 11 AM '91
ROBERT RECORDER
MELAND



Per Mtg. Shown by Sandy of Ticor. 20
Forewood Lot Unit 1 dt 31
13-507-31

00531

1200

(G) Power to Demand and Receive. To demand, arbitrate, settle, sue for, collect, receive, deposit, expand for my benefit, reinvest or make such other appropriate dispositions of, as my Agent deems appropriate, all cash rights to payments of cash, property (personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee"); to utilize all lawful means and methods for such purposes.

(H) Power to make health care decisions for me. For the purposes of this document, "health care decisions" means consent, refusal of consent, or withdrawal of consent to any care, treatment, service or procedure to maintain, diagnose, or treat an individual's physical or mental condition.

(I) Power to buy and sell the following described real property, to execute all contracts and instruments relative thereto, and to transfer, mortgage and encumber any interest therein: As described in Exhibit "A" which is attached hereto and herein incorporated. **

(J) Without limitation by the foregoing enumeration of specific powers, to do anything and sign anything whatsoever.

I further give and grant to my said Attorney(s)-in-Fact full power and authority to do and perform every act necessary to be done in the exercise of any of the foregoing powers as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said Attorney(s)-in-Fact shall lawfully do, or cause to be done by virtue hereof.

This instrument may not be changed orally. If multiple attorneys-in-fact are appointed in this instrument, each of them is authorized to exercise all powers independently of, and regardless of the joinder of the other.

the Lake County Recorder!

** To execute a real estate mortgage and promissory note with respect to the real estate legally described as Lot 31 in Foxwood Estates Unit 1, an addition to the town of Schererville as per plat thereof recorded in plat book 68, page 23, in the office of the recorder of Lake County, Indiana and to Calumet Securities in the amount of not to exceed \$124,000.

In witness whereof, I have hereunto signed my name this 3rd day of May, 1991.



Susan P. Groves
(Signature of Principal)
Specimen Signature of Attorney(s)-in-Fact

Witness

Witness

CERTIFICATE OF NOTARY

STATE OF OKLA.)
COUNTY OF TULSA)

SS.:

On the 3rd day of May, 1991, before me personally came Susan P. Groves whose identity is well known to me and known to me to be the individual described in and who executed the foregoing instrument, and (he) (she) acknowledged to me that (he) (she) executed the same. RESIDENT TULSA CHY.

My Commission expires: 6-6-93

June Bottger
Notary Public JUNE Bottger

(seal)

PREPARED BY BRIAN

HUCKABEE atty at law



Date 3-28-91

Purchaser agrees to purchase the real estate (the "Property") known as 7508 Foxwood Dr in Schererville Township, Lake County, IN State, IN Zip Code, which is legally described as: L31 UNIT 1 FOXWOOD ESTATES

In accordance with the terms and conditions set forth below:

2. PURCHASE PRICE: Purchaser agrees to pay One Hundred Fifty Nine Thousand - Five Hundred (\$ 159,500) for above Property.

3. EARNEST MONEY: FIVE THOUSAND (\$ 5000) deposited in the Listing Broker's Escrow Account upon acceptance to be applied on purchase price at closing or as hereafter set out. Balance of purchase price shall be payable in accordance with Paragraph(s) 2 below and further conditions as set forth.

4. METHOD OF PAYMENT:

A. CASH: The entire purchase price shall be paid in cash at the time of closing the transaction. No financing is required.

B. ASSUMPTION: Purchaser shall pay approximately Dollars (\$) in cash and agrees to pay the unpaid balance of the note and to perform the provisions of the existing mortgage on the Property held by Seller represents that the unpaid principal balance is approximately Dollars (\$) per month including interest at the rate of % per annum, and also including (taxes) (insurance) (mortgage insurance). The exact balance including interest shall be computed through day of closing. Purchaser shall pay the next payment due after closing. If the existing mortgage cannot be assumed by Purchaser at the interest rate shown above, Purchaser hereby agrees to accept an interest rate not to exceed % per annum and if this is not available, at Purchaser's option, this Agreement may be terminated. Purchaser agrees to reimburse Seller for any escrow account balance at time of closing the transaction. Purchaser agrees to pay any transfer and/or assumption fees required by the mortgagee.

C. CASH AND NEW MORTGAGE: The purchase price shall be paid in cash at the time of closing the transaction upon delivery of a general warranty deed. Completion of this transaction shall be contingent upon Purchaser's ability to obtain a (conventional) (insured conventional) (FHA) (VA) first mortgage loan upon said real estate in the amount of ONE HUNDRED THOUSAND Dollars (\$ 100,000) Purchaser shall pay all costs of obtaining financing, except Seller shall pay any applicable discount points/service fees not to exceed % of actual mortgage amount.

D. SALE BY CONTRACT: A down payment at closing of Dollars (\$) of which the earnest money is a part, and at that time buyers and sellers shall execute a conditional sales contract for the real estate for the balance of the purchase price in the amount of Dollars (\$) monthly, which include: principal and interest on the unpaid balance at % per annum plus 1/12 of annual taxes and insurance. First payment shall be due on 19 There (shall) (shall not) be a prepayment penalty for early payoff. The conditional sales contract is to be prepared at (Seller) (Purchaser) expense. Upon payment in full seller shall deliver a general warranty deed to Purchaser.

5. TIME FOR OBTAINING FINANCING: Purchaser agrees to make application or applications for any financing necessary to complete this transaction, or for approval to assume the unpaid balance of the existing mortgage within days after the acceptance of this Purchase Agreement, and to make a diligent effort to obtain financing in cooperation with the Broker and Seller. No more than days after the acceptance of this Purchase Agreement shall be allowed for obtaining favorable commitment or commitments, or approval of mortgage assumption. If commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension for the purpose is granted in writing by Seller and accepted by Purchaser. If this agreement terminates due to the Purchaser's inability to obtain financing or if the existing mortgage cannot be assumed by Purchaser at the interest rate shown above, the earnest money deposit shall be refunded to Purchaser without delay.

6. FURTHER CONDITIONS: SEE ATTACHED ADDENDUM

7. ADDITIONAL PERSONAL PROPERTY now on the premises and listed as follows is included in the sale and shall be fully paid for by Seller and warranted free of claims or liens as of closing date. Sellers shall provide a bill of sale for said items at closing.

8. CLOSING DATE: shall be within 5-15-91 days after mortgage proceeds are ready to be paid out in case of a Paragraph 4C sale. In the case of Paragraphs 4A, 4B or 4D sale, closing shall be on or before 5 DAYS 19 Reasonable extension of time shall be allowed for correcting defects in title.

9. POSSESSION: Seller(s) agree to surrender possession of the premises on or before DOC during such time as Seller remains in possession after closing, they shall be responsible for their own heat and utilities and in addition thereto shall pay to the Purchaser the sum of 1000 - Dollars (\$ 1000) per day as a charge for use and occupancy of said premises. Failure of Seller(s) to surrender possession of specified shall not make the Seller(s) a tenant of Purchaser(s), but in such event, Seller(s) shall be obligated to pay Purchaser(s) 407.00 Dollars (\$ 407.00) per day as liquidated damages for each day Seller(s) hold over, and this provision shall not deprive Purchaser(s) of any other legal or equitable remedy available under the law. To enforce this possession agreement, the Seller(s) shall deposit with Seller's agent, from the proceeds of the sale the sum of 1000 - Dollars (\$ 1000) and to pay therefrom all monies due Purchaser(s) for use and occupancy; the balance if any then to be refunded to the Seller(s).

10. SURVEY: Purchaser shall receive a satisfactory (staked) (unstaked) survey of the Real Estate, certified as of a current date showing the location of all improvements and easements located thereon unless specifically waived. Seller(s) (shall) (shall not) be required to furnish such survey at his/her expense.

11. EARNEST MONEY RECEIPT: The undersigned Listing Broker and/or Selling Broker hereby acknowledges the receipt of the said earnest money payment of: FIVE THOUSAND Dollars (\$ 5000) from Purchaser(s) by Check Cash Other

McColl Realty Beverly 3/28/91 SELLING BROKER DATE LISTING BROKER DATE (Earnest Money Received)

12. THE FURTHER PROVISIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN BY REFERENCE AND ARE APPROVED BY PARTIES INITIALING BELOW. No verbal agreements shall bind the parties. The heirs and personal representatives of the parties are hereby bound and no assignment of this accepted offer shall be permitted by Buyer(s) or Seller(s) without the prior written consent of the other.

DRG Donald Ray Groves SPG Susan Paterson Groves PURCHASER'S INITIALS PRINTED NAME SELLER'S INITIALS PRINTED NAME J.W.M. J.W. HANK

13. EXPIRATION AND APPROVAL: This Purchase Agreement is void if not accepted in writing on or before (AM) (PM) (Noon) (Midnight) 19 The undersigned Purchaser(s) has read and understands and hereby approves the foregoing Purchase Agreement and acknowledges receipt of a signed copy thereof.

Donald Ray Groves 3/28/91 DATE PURCHASER'S SIGNATURE DATE PURCHASER'S SIGNATURE Susan Paterson Groves 3-28-91 DATE

14. ACCEPTANCE BY SELLER: The above Purchase Agreement is hereby accepted at 12:00 NOON O'clock (AM) (PM) this 29TH day of MARCH 19 91. The undersigned hereby agrees to sell and convey the above described real estate on the terms and conditions specified above and further agrees to pay at time of closing the transaction a professional service fee in accordance with the Listing Contract to: Mc COLLY REALTORS B.N.H.

rendered in this transaction and acknowledges receipt of a signed copy of this accepted Purchase Agreement. J.W. Hank 3-29-91 DATE SELLERS SIGNATURE DATE

FURTHER PROVISIONS

15. EARNEST MONEY DISBURSEMENT:

Earnest money deposit shall be returned to buyer without delay in the event this agreement is not accepted by Seller. If this agreement is accepted, earnest money shall be applied to purchase price at closing. All money paid herewith shall be held by listing Broker in his escrow account. In the event of the Purchaser's breach, earnest money shall be applied toward liquidated damages as stated below. After payment in full of Broker's and Seller's damages, all parties shall be mutually released. In the event Seller's damages are not paid in full, this provision shall not preclude the Seller from asserting any other legal remedy he may have, including the right to sue for specific performance.

16. DEFAULT OR FORFEITURE:

If this offer is accepted by Seller, and without legal cause Purchaser, fails or refuses to carry out this agreement; Purchaser shall pay as liquidated damages for breach of contract the following to the Broker: the sum of the professional service fee that would have been earned had the sale been completed plus any disbursements, and to the Seller an amount equal to ten percent (10%) of the purchase price. Seller and Broker may sue separately for their respective sums, to which may be added reasonable attorney's fees and costs of collection therefrom and interest at eight percent (8%) per annum without relief from valuation or appraisal laws. In the event both Purchaser and Sellers each breach the accepted offer and fail or refuse to close, or in the event they mutually agree not to close or to rescind this accepted offer, both shall be jointly and severally liable to Broker for the professional service fee that would have been earned had the sale been consummated, together with reasonable attorney's fees, costs, and interest at eight percent (8%) per annum, without relief from valuation or appraisal laws.

17. PURCHASER'S REMEDIES:

In the event Seller breaches the accepted offer and fails or refuses to close, Purchaser shall be entitled to sue Seller or/and for specific performance, rescission or for damages, the Broker shall only be liable to Purchaser for return of the earnest money deposit; and Seller shall be liable to Broker for the professional service fee Broker would have earned had the sale been consummated. Any judgement recovered shall include reasonable attorney's fees, costs and interest at eight percent (8%) and shall be without relief from valuation or appraisal laws.

18. CONDITION:

The property has been inspected and accepted by the Purchaser "as is" in its present condition and shall be delivered in such present condition to Purchaser at the time of possession. All risks of ownership and loss, whether by fire, vandalism, theft, casualty or otherwise shall belong to Seller until closing date as well as all rights of Seller's insurance. In the event there is any damage to the property which has not been restored prior to closing, Buyer shall have the right to rescind this agreement or to complete the sale and have the insurance proceeds on account of such damage applied against the purchase price (or if no proceeds have been collected by closing, Buyer may at his option take an assignment of Seller's right to collect such proceeds). Purchaser is relying entirely upon his own examination to determine Property's condition and Purchaser hereby releases the Seller, Brokers, REALTOR(S) and sales people herein from any and all liability relating to any defect or deficiency affecting said real estate, which release shall survive the closing of the transaction.

19. IMPROVEMENTS:

The above sales price includes all improvements permanently installed and affixed, such as, but not limited to, electrical and/or gas fixtures, heating equipment and all attachments thereto, central air conditioning, built-in kitchen equipment, hot water equipment, hot water heaters, incinerators, window shades, curtain rods, drapery poles and fixtures, television, antennae, lighting, fixtures and their shades, venetian blinds, window screens, screen doors, storm windows, storm doors, linoleum, laundry tubs, well pump, sump pump, pressure tank, awnings, shrubbery, plants, trees, garage door opener and remote control(s) and all articles which are attached or built-in, the removal of which would leave the premises in an incomplete or unfinished condition as to exterior or interior decorating or external or internal appearance, and shall be delivered in its present condition, free from all liens or encumbrances, except as above or hereinafter provided. Acceptance of this offer shall constitute a warranty that all of said accessories and appliances included herein are fully paid for, or will be fully paid for by seller prior to closing of this sale.

20. TAXES, ASSESSMENTS AND PRO-RATIONS:

Real property taxes and personal property taxes (if applicable) shall be pro-rated as of the day of closing unless otherwise herein provided. That is to say, Seller shall be charged with and pay taxes on the real estate and improvements (and personal property if applicable) covered by this offer that are payable in the current year and for that portion of taxes payable the following year calculated as of the date of closing, and Purchaser shall pay all taxes subsequent thereto. Pro-ration shall be on the basis of the current tax rate and assessed valuation as of the day of closing and shall be done on a calendar year basis. Seller shall be charged with and shall pay all assessments for municipal improvements becoming a lien after the acceptance of this offer including all unpaid installments thereof for public improvements that either were commenced to be installed or were installed prior to the date of Purchaser's written offer; and any other such assessments shall be Purchaser's obligation. Rents, water and sewer charges and interest on assumed mortgage indebtedness, if any, shall be pro-rated as of the date of closing unless otherwise herein provided. Security deposits, if any, shall be transferred to the buyer. Seller will notify tenants of transfer of security deposit by certified mail.

21. INSURANCE:

It is the Purchaser's responsibility to provide insurance coverage as of the day of closing.

22. FLOOD INSURANCE:

If it is determined that this real estate is located in a flood plain area, and if flood insurance is required by the lender, then Purchaser(s) hereby agree(s) to provide such required insurance.

23. SELLER'S TITLE:

Seller, at his/her expense, shall furnish Purchaser as soon as same can be prepared a binder for an owner's policy of title insurance issued by a title insurance company in which they shall agree to insure merchantable title in the name of Purchaser after delivery of a deed to Purchaser from Seller. Such title insurance policy shall insure title for the full amount of the purchase price and shall show the real estate to be free and clear of all liens, rights to the liens and encumbrances except as stated otherwise in this offer, subject only to current property taxes and such easements and restrictions of record as do not prevent Purchaser from utilizing the property for the primary use for which same was purchased. Title evidence shall be furnished at least five (5) days before closing. Seller warrants the improvements are located entirely within the lot lines and that there are no encroachments from adjoining property. If applicable, a Torrens Certificate of Title and Tax Search may be provided by Seller instead of Title Insurance. In the event of a Contract Sale, Seller shall provide evidence of title at time of closing or shall deliver said binder for title insurance upon delivery of General Warranty Deed.

24. FHA OR VA APPRAISALS:

In the event of a FHA or VA sale, it is expressly agreed that notwithstanding any other provisions of this agreement, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise if the purchase price, herein, exceeds the appraised value for mortgage purposes established by FHA in the case of a FHA sale or the reasonable value established by the Veterans Administration in the case of a VA sale. Purchaser agrees to pay the fee for FHA appraisal or VA Certificate of Reasonable Value. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this agreement without regard to the amount of the FHA appraisal or VA Certificate of Reasonable Value.

25. ACKNOWLEDGEMENTS: The Purchaser(s) hereby acknowledges that, unless otherwise agreed, the Selling Broker, including a Listing Broker selling his/her own listing, is exclusively the agent of the Seller(s), and not the agent of the Purchaser(s); however, the Selling Broker is under a duty to treat all parties in a transaction fairly.