

91026555

QUIT CLAIM DEED

MAY 30 1991

THIS INDENTURE WITNESSETH THAT RICHARD FRITZ <sup>of LAKE COUNTY</sup> IN THE STATE OF INDIANA RELEASES AND QUIT CLAIMS TO MAX E. KNABENHANS AND JOANN KNABENHANS, HUSBAND AND WIFE, OF LAKE COUNTY, IN THE STATE OF INDIANA, FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE FOLLOWING REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA, TO-WIT:

26-197-8

LOT 8 IN WOODLAWN 3RD ADDITION TO GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

IN FURTHER CONSIDERATION FOR THIS CONVEYANCE GRANTOR HEREBY RESERVES A LIFE ESTATE IN THE UNDIVIDED ONE-HALF (1/2) INTEREST CONVEYED AND IS GRANTED A LIFE ESTATE IN THE UNDIVIDED ONE-HALF (1/2) INTEREST OF THE GRANTEEES SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, COVENANTS AND LIMITATIONS, TO-WIT:

1. GRANTOR SHALL PAY ALL CHARGES INCIDENT TO PROPERTY MAINTENANCE, INCLUDING WITHOUT LIMITATION, ASSESSMENTS, INSURANCE PREMIUMS, TAXES, REPAIRS, REPLACEMENTS, AND GENERAL UPKEEP, THE LATTER THREE ITEMS SHALL BE ACCOMPLISHED, AT MINIMUM, IN ACCORDANCE WITH THE CURRENT MAINTENANCE STANDARDS, THAT IS, KEEPING THE PROPERTY IN AT LEAST AS GOOD A CONDITION AS IT IS NOW. IF GRANTOR FAILS OR REFUSES TO COMPLY WITH THE ABOVE, GRANTEEES MAY PAY SUCH CHARGES AND/OR MAKE SUCH REPAIRS AND HAVE A LIEN AGAINST THE PROPERTY WITH INTEREST THEREON AT TEN (10%) PER CENT PER ANNUM UNTIL PAID.

2. GRANTOR SHALL PAY NO RENT SO LONG AS HE COMPLIES HEREWITH.

3. IN THE EVENT OF THE SALE OF THE SUBJECT PREMISES FOR ANY REASON, THE PARTIES SHALL DIVIDE THE NET PROCEEDS EQUALLY AND SHALL SHARE EQUALLY ANY CAPITAL GAINS TAXES AS DETERMINED TO BE DUE AND PAYABLE.

4. GRANTOR SHALL OCCUPY THE PREMISES FOR SO LONG AS HE REMAINS ITS SOLE OCCUPANT. IN THE EVENT OF REMARRIAGE OR ACQUISITION OF A LIVE-IN PERSON, GRANTOR SHALL PURCHASE THE SUBJECT REAL ESTATE FROM GRANTEEES. THE PURCHASE PRICE TO GRANTOR SHALL BE ONE-HALF OF THE FULL APPRAISED VALUE AT THE TIME OF PURCHASE PLUS ANY LIENS OR OTHER OBLIGATIONS PAID BY GRANTEEES ON GRANTOR'S BEHALF PURSUANT TO THESE CONDITIONS. GRANTOR SHALL HAVE NINETY (90) DAYS FROM THE DATE OF REMARRIAGE OR THE ONSET OF THE LIVE-IN OCCUPANCY TO COMPLETE THE PURCHASE FROM GRANTEEES. UPON FAILURE OF GRANTOR TO PURCHASE PURSUANT TO THE ABOVE TERMS AND WITHIN SAID NINETY (90) DAY PERIOD, GRANTOR IRREVOCABLY APPOINTS GRANTEEES AS HIS AGENT AND ATTORNEY IN FACT FOR PURPOSES OF LISTING THE SUBJECT PREMISES FOR SALE AT ITS FULL APPRAISED VALUE, AND ACCOMPLISHING SALE THEREOF, FURTHER GIVING AND GRANTING TO GRANTEEES THE POWER AND AUTHORITY TO EXECUTE A PROPER WARRANTY DEED OF CONVEYANCE FOR AND ON BEHALF OF GRANTOR, IT BEING AGREED THAT PROCEEDS OF ANY SUCH SALE SHALL BE DIVIDED EQUALLY BETWEEN GRANTOR AND GRANTEEES ADJUSTED ONLY BY ANY LIENS OF OBLIGATIONS OF GRANTOR PAID BY GRANTEEES PURSUANT TO THESE CONDITIONS.

5. THESE PROVISIONS SHALL INURE TO AND BECOME THE OBLIGATIONS OF THE HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS OF THE GRANTEEES.

DATED THIS 2 DAY OF APR, 1991.

Richard Fritz  
RICHARD FRITZ

STATE OF INDIANA/FILED FOR RECORD  
LAKE COUNTY  
MAY 3 10 50 AM '91  
ROBERT (BOB) FREDERICK  
RECORDER

STATE OF INDIANA\*\*\*\*\*COUNTY OF LAKE\*\*\*\*\*SS:

Before me, the undersigned a Notary Public in and for Laurens County and State, this 2nd day of April, 1991, personally appeared RICHARD FRITZ, who acknowledged the execution of the foregoing deed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

MY COMMISSION EXPIRES:

4-27-92

Kathryn M. Murphy  
KATHRYN M. MURPHY  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY: JOHN F. HILBRICH, ATTORNEY AT LAW  
HILBRICH, CUNNINGHAM & SCHWERD LAW OFFICE,  
2637-45TH ST., HIGHLAND, IN 46322 PH: 219/924-2427

MAIL RECORDED INSTRUMENT TO: HILBRICH, CUNNINGHAM & SCHWERD  
2637-45th St., Highland, IN 46322

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MAIL FUTURE TAX STATEMENTS TO: MR. RICHARD FRITZ, 418 N. Raymond St., Griffith, IN 46319