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Dave Ranick
720 W Chy Ave EC
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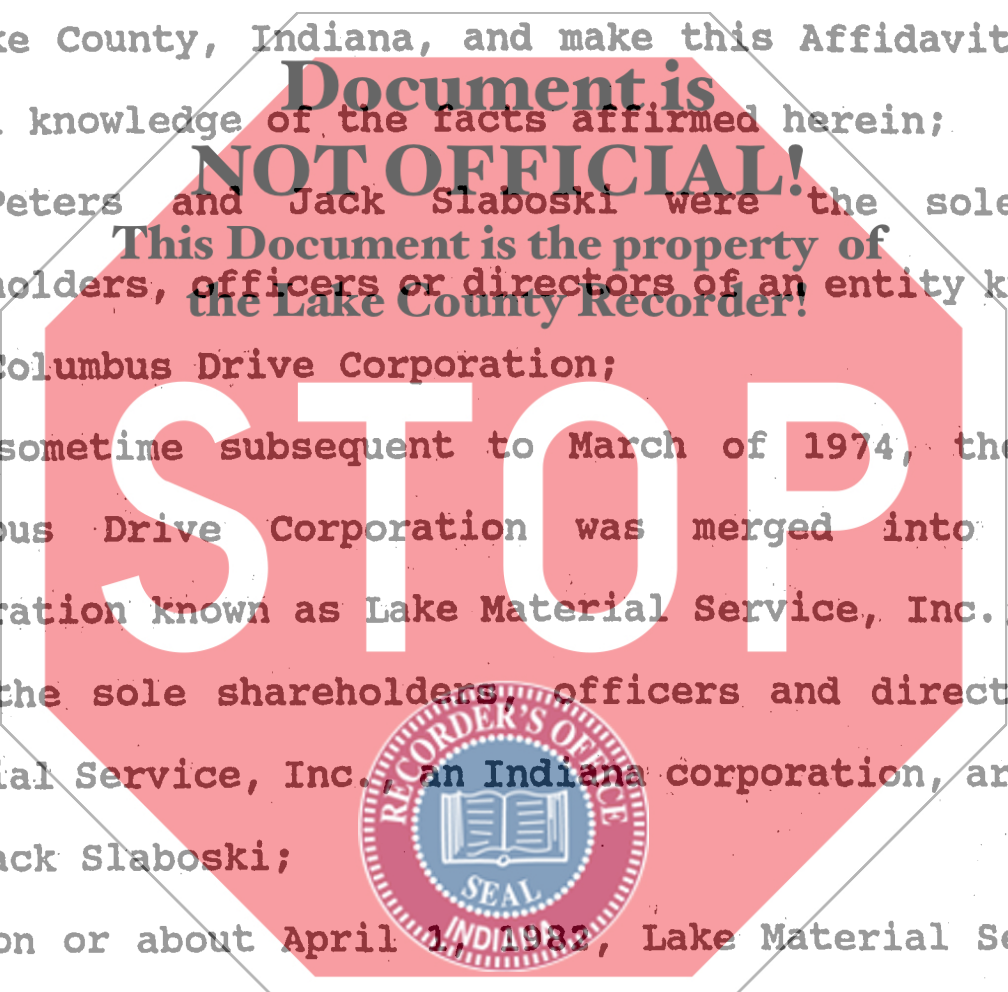
Key # 30-405-6,7, & 8

AFFIDAVIT

91026900

Ted Peters and Jack Slaboski, being first duly sworn, state upon their oaths as follows:

1. Ted Peters and Jack Slaboski affirm that they are residents of Lake County, Indiana, and make this Affidavit based upon actual knowledge of the facts affirmed herein;
2. Ted Peters and Jack Slaboski were the sole partners, shareholders, officers or directors of an entity known as 1102 East Columbus Drive Corporation;
3. That sometime subsequent to March of 1974, the 1102 East Columbus Drive Corporation was merged into an Indiana corporation known as Lake Material Service, Inc.;
4. That the sole shareholders, officers and directors of Lake Material Service, Inc., an Indiana corporation, are Ted Peters and Jack Slaboski;
5. That on or about April 1, 1982, Lake Material Service, Inc. entered into a certain Contract for the Conditional Sale of Real Estate with Actin, Inc., an Indiana corporation as buyer; that a copy of said Contract for Conditional Sale of Real Estate is attached to this Affidavit and made a part thereof;
6. That the purpose of this Affidavit is to induce the Chicago



ROBERT (BOB) FREELAND
RECORDER

JUN 12 1 21 PM '91

CHICAGO TITLE INSURANCE COMPANY OF INDIANA/S.S.NO.
INDIANA DIVISION
LAKE COUNTY
FILED FOR RECORD

FILED

the Insurance Company to issue a title insurance policy at

MAY 30 1991

Ann N. Antons
AUDITOR LAKE COUNTY

18.00
ct

01484

the direction of Actin, Inc. based upon a Corporate Warranty Deed executed by Ted Peters and Jack Slaboski as the sole shareholders, officers and directors of Lake Material Service, Inc., an Indiana corporation.

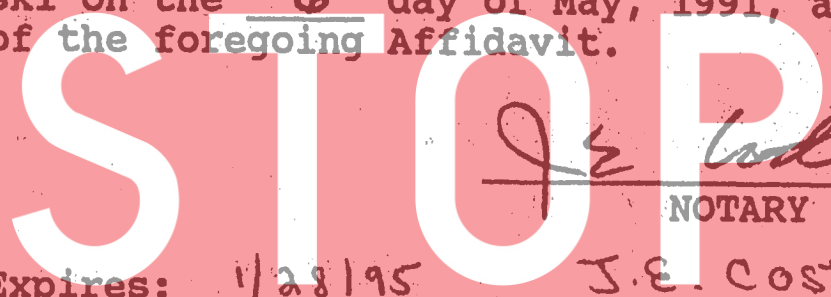
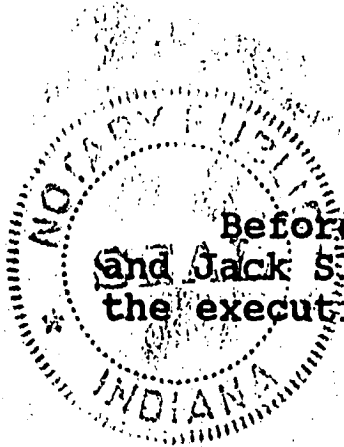
Ted Peters
TED PETERS

Jack Slaboski
JACK SLABOSKI

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NOT OFFICIAL!**

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the Lake County Recorder!**

Before me, a Notary Public, personally appeared Ted Peters and Jack Slaboski on the 6 day of May, 1991, and acknowledged the execution of the foregoing Affidavit.



J. E. Costanza
NOTARY PUBLIC
J. E. COSTANZA

My Commission Expires: 1/28/95
County of Residence: Porter

This instrument prepared by Joseph E. Costanza



THIS INSTRUMENT HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY ATTORNEYS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY AN ATTORNEY.

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into by and between Lake Material Service, Inc., an Indiana corporation (hereinafter called "Seller"), and Actin, Inc., an Indiana corporation (hereinafter called "Buyer"),

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate in Lake County Indiana, (hereinafter called "the Real Estate"):

See Exhibit "A" attached hereto and made a part hereof.



INDIAN TITLE INSURANCE COMPANY
INDIANA DIVISION

upon the following covenants, terms and conditions:

The Purchase Price and Manner of Payment

1. The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Thirty Thousand Dollars (\$30,000.00)

without relief from valuation or appraisal laws, and with attorney's fees.

2. The Manner of Payment. The purchase price shall be paid in the following manner:

(a) The sum of See additional covenants set forth hereafter was paid by Buyer to Seller at the time of the execution and delivery of this instrument, and the receipt of such sum is hereby acknowledged by Seller.

~~(b) The sum of _____ shall be paid on the _____ day of _____ month hereafter, until the remainder of said purchase price, with interest as herein provided, has been paid in full.~~

~~(c) The unpaid balance of the purchase price shall bear interest at the rate of _____ per annum, such interest to be computed _____ in advance, on _____ upon the principal sum unpaid at the beginning of each period of _____ month. The amount of interest so found due shall be deducted from the amount of aggregate monthly payments made during the preceding period of _____ month and the balance of the aggregate of such monthly payments shall be credited against the principal due.~~

~~(d) All payments due hereunder shall be made to _____ the _____ place or Seller shall designate in writing.~~

II

Prepayment of the Purchase Price

Buyer shall have the privilege of paying, at any time, any sum or sums in addition to the monthly payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

III

Taxes, Assessments and Insurance

1. **Taxes.** Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable _____ in May of 198 _____ and all installments of taxes due and payable thereafter.

2. **Assessments.** Buyer agrees to pay all assessments for municipal or other public improvements completed after _____ January 1, 1982 _____

3. **Insurance.** Buyer agrees to keep the improvements on said real estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Such insurance shall be carried in a company or companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this agreement.

IV

Document is Possession

Seller shall deliver to Buyer full and complete possession of the Real Estate _____ as of January 1, 1982 _____

After _____ days from date hereof Seller shall pay to Buyer \$ _____ per day for each day Seller withholds possession of said premises from Buyer. Such payment, however, shall not serve to extend the date upon which possession must be delivered to Buyer. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this agreement and perform all the covenants made by him in this agreement. All utilities shall be paid by Seller to the date possession is given.

V

Evidence of Title

The Seller ~~has furnished~~ will furnish Buyer with evidence of merchantable title to the Real Estate as of _____ date of Warranty Deed. _____ ~~which evidence~~

(warranty deed) (date of continuation) _____
of title, if furnished herewith, it is agreed shows a merchantable title to the Real Estate of Seller as of the _____ date hereof except, as to the following _____

Any further title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of the Seller is to be borne by the Seller.

And the Seller covenants and agrees with the Buyer that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the Buyer of all his covenants and agreements herein made, that he, the Seller, will convey or cause to be conveyed to the Buyer, by Warranty Deed, the above described real estate subject to all taxes and special assessments and to all the other conditions herein provided.

VI

Seller's Right to Mortgage the Real Estate

Seller shall have the right to obtain, without Buyer's consent, a loan secured by mortgage on the Real Estate, and the right to renew any such mortgage loan. Seller agrees, however, that the balance due in respect of any such mortgage loan shall never exceed the unpaid balance of the purchase price due hereunder. If Seller encumbers the Real Estate by a mortgage, Buyer shall have the right to make any omitted payment or payments and to deduct the amount thereof from the next payment or payments due under this contract. Seller agrees, however, that he will pay any such mortgage loan when due or at such time as Buyer pays in full the unpaid purchase price hereunder.

VII

Assignment of Contract

The Buyer may not sell or assign this contract, the Buyer's interest therein, or the Buyer's interest in the Real Estate, without the written consent of the Seller, provided, however, any consent herein required shall not be unreasonably withheld, and provided that no assignment hereof shall operate to relieve either party from liability hereon.

VIII

Use of the Real Estate by Buyer's, Seller's Right to Inspection and Buyer's Responsibility for Injuries

1. Use. The Real Estate may _____ be rented, leased, or occupied by persons other than the Buyer. Buyer may make alterations, changes and make additional improvements (only with) (without) the written consent of the Seller having first been obtained. Buyer shall use the Real Estate and the improvements thereon carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of the Buyer or of an assignee of the Buyer to obtain a lien or attachment against the Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate the Buyer shall comply with all laws, ordinances, and regulations of the United States of America, the State of Indiana, the County of LAKE and the City of EAST CHICAGO, IN. In the event of the Buyer's breach of this covenant and a re-entry by Seller, the Buyer shall deliver the Real Estate and the improvements thereon to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. Seller's Right of Inspection. Seller shall have the right to enter and inspect the Real Estate and the improvements thereon at any reasonable time.

3. Buyer's Responsibility for Accidents. As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate and the improvements thereon.

IX

Seller's Remedies on Buyer's Default

Time Shall Be of the Essence of This Agreement.

In case of failure of the Buyer to make any of the payments as they become due, or any part thereof, or perform any of Buyer's covenants, this contract shall, at the option of the Seller, be forfeited and terminated and all payments heretofore made, shall be retained by the Seller as rent for the use of said premises, and Seller shall have the right to re-enter and take possession of the premises aforesaid, or the Seller may sue and recover all of said purchase money which, at the option of the Seller, shall become immediately due and payable. All sums payable hereunder are payable with attorney fees, without relief from valuation or appraisal laws. The failure or omission of the Seller to enforce his rights upon any breach of any of the terms or conditions of this agreement shall not bar or abridge his rights upon any subsequent default.

Before the Seller shall take any legal action to cancel this contract, he shall first serve on the Buyer written notice of the default complained of by United States mail, addressed to the Buyer at the above premises, and the Buyer shall have thirty (30) days from the posting of said notice to correct said default, provided, however, notice shall be required for the Buyer's default in payment of any monies agreed to be paid by the buyer herein.

General Agreements of Parties

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box postage prepaid.

XI

Additional Covenants

The contract purchase price of \$30,000.00 shall bear interest at the rate of 10% and shall be due and payable in full, including principal and interest, on or before the 31st day of December, 1988. Payments shall be made in accordance with the "mortgage amortization table", a copy of which is attached hereto and made a part hereof. The buyer shall have the right to make prepayments in whole or in part.

In WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this

day of _____, 19____

Jack Slaboski
LAKE MATERIAL SERVICE, INC. Jack Slaboski
Ted Peters
Ted Peters SELLER.

Anthony Carrara
ACTIN, INC. Anthony Carrara
John C. Hurubean
John C. Hurubean BUYER.

Michael Lopez
Michael Lopez BUYER

STATE OF INDIANA }
COUNTY OF _____ } SS:

Before me, a Notary Public in and for said County and State, on this _____
personally appeared Jack Slaboski and Ted Peters of Lake Material Service, Inc.
as duly authorized officers
and also appeared Anthony Carrara and John C. Hurubean and Michael Lopez of Actin, Inc.
as duly authorized officers
and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.
MARIE E. BLOSKY
NOTARY PUBLIC STATE OF INDIANA
LAKE CO.

Marie E. Blosky
Notary Public

My commission expires: MY COMMISSION EXPIRES IN APR 25 1985
APR 20, 1985

This instrument was prepared by Joseph E. Costanza
Member of Indiana Bar Association

MAIL TO:



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Craft-Line Printing, Inc., Fort Wayne, Indiana

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

To

This is a Contract for the sale of real estate herein described. This Contract in itself is not guaranty of merchantability of the title to the real estate. See your lawyer for an examination of this contract and supporting title evidence as provided in the contract, before you accept this contract.

FORM APPROVED BY INDIANA STATE BAR ASSOCIATION

Key # 36-405-6, 7 and 8

Lots Fifty-one (51), Fifty-two (52), Fifty-three (53) and Fifty-four (54), in a Resubdivision of part of Blocks Twenty (20) and twenty-one (21), in the Fourth (4th) Addition to Indiana Harbor, being a subdivision in the East one-half ($\frac{1}{2}$) of Section Twenty-one (21), Township 37 North, Range 9 West of the 2nd P.M., in the City of East Chicago, Lake County, Indiana, in Plat Book 5, at page 36.



Exhibit "A"