

tax mailing address
1019 Becker
Hammond, IN 46320

VEDLA BURNS

STATE OF INDIANA)
COUNTY OF LAKE)
LAKELAKE SUPERIOR COURT
ROOM NUMBER FOUR
SITTING AT GARY, IN

Filed in Open Court

VEOLA BURNS
Plaintiff

Robert C. Antel
CLERK LAKE SUPERIOR COURT

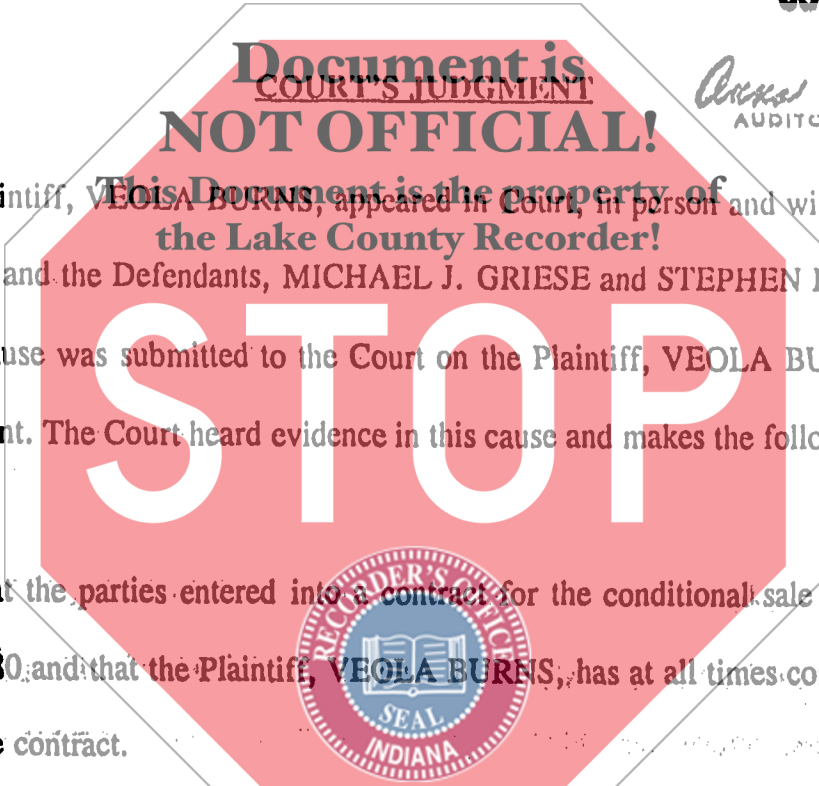
vs. 93040065

CAUSE NO: 45DO4-9104-CP-00274

MICHAEL J. GRIESE and
STEPHEN E. LYON
Defendants

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER:

JUN 22 1991



Anna N. Antel
AUDITOR LAKE COUNTY
RECORDED
JUN 22 10 28 AM '91

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD

The Plaintiff, VEOLA BURNS, appeared in court, in person and with counsel, JOHN J. HALCARZ, and the Defendants, MICHAEL J. GRIESE and STEPHEN E. LYON, did not appear. This cause was submitted to the Court on the Plaintiff, VEOLA BURNS' Motion for Default Judgment. The Court heard evidence in this cause and makes the following findings and judgment.

1. That the parties entered into a contract for the conditional sale of real estate, on January 31, 1980, and that the Plaintiff, VEOLA BURNS, has at all times complied with all of the terms of the contract.

2. The Court further finds that the Defendants, MICHAEL J. GRIESE and STEPHEN E. LYON, have failed, refused and neglected to comply with the terms of said agreement.

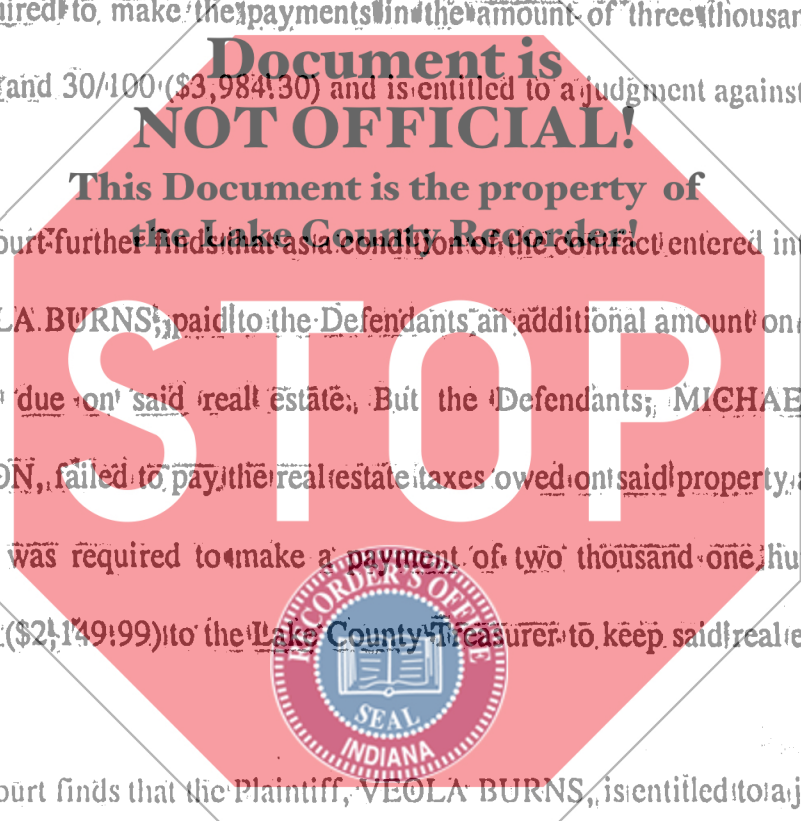
3. The Court further finds that on October 13, 1986, due to the breach of the contract by the Defendants, the Plaintiff, VEOLA BURNS, was required to assume a remaining balance due on the mortgage on said real estate held by the Bank of Highland which obligation legally was the obligation of the Defendants, MICHAEL J. GRIESE and STEPHEN E. LYON.

4. The Court further finds that the monthly payments on said mortgage were three

1200

01434

hundred ninety-eight dollars and 43/100 (\$398.43) and that the Defendants, MICHAEL J. GRIESE and STEPHEN E. LYON failed to make ten monthly (10) payments at the aforementioned amount for an arrearage of three thousand nine hundred eighty-four and 30/100 (\$3,984.30). As a result of the Defendants failure to make said payments, the Plaintiff, VEOLA BURNS, was required to make the payments in the amount of three thousand nine hundred eighty-four dollars and 30/100 (\$3,984.30) and is entitled to a judgment against the Defendants for this amount.



5. The Court further finds that as a condition of the contract entered into by the parties, the Plaintiff, VEOLA BURNS, paid to the Defendants an additional amount on a monthly basis, for the real taxes due on said real estate. But the Defendants, MICHAEL GRIESE and STEPHEN E. LYON, failed to pay the real estate taxes owed on said property, and the Plaintiff, VEOLA BURNS, was required to make a payment of two thousand one hundred forty-nine dollars and 99/100 (\$2,149.99) to the Lake County Treasurer to keep said real estate from being sold at a tax sale.

6. The Court finds that the Plaintiff, VEOLA BURNS, is entitled to a judgment against the Defendants, MICHAEL GRIESE and STEPHEN E. LYON, in the amount of two thousand one hundred forty-nine dollars and 99/100, which represents the delinquent property taxes paid by the Plaintiff, VEOLA BURNS.

7. The Court finds that the total amount due to the Plaintiff, VEOLA BURNS, is six thousand one hundred thirty-four dollars and 29/100 (\$6,134.29) and that pursuant to the terms of the contract for the conditional sale of real estate this money bore interest at the rate of ten

percent (10%) per annum for a total amount of interest through the date of this judgment of two thousand seven hundred sixty dollars and 39/100 (\$2,760.39).

8. The Court finds that the Plaintiff, VEOLA BURNS, is entitled to, in addition to the judgment amount of six thousand one hundred thirty-four dollars and 29/100 (\$6,134.29), to interest from October 10, 1986 through the date of the entry of this judgment in the amount of two thousand seven hundred sixty dollars and 39/100 (\$2,760.39).

9. The Court further finds that the Plaintiff, VEOLA BURNS, has satisfied all terms and obligations of the contract for conditional sale of real estate that was entered into by the Plaintiff, VEOLA BURNS, and the Defendants, MICHAEL J. GRIESE and STEPHEN E. LYON.

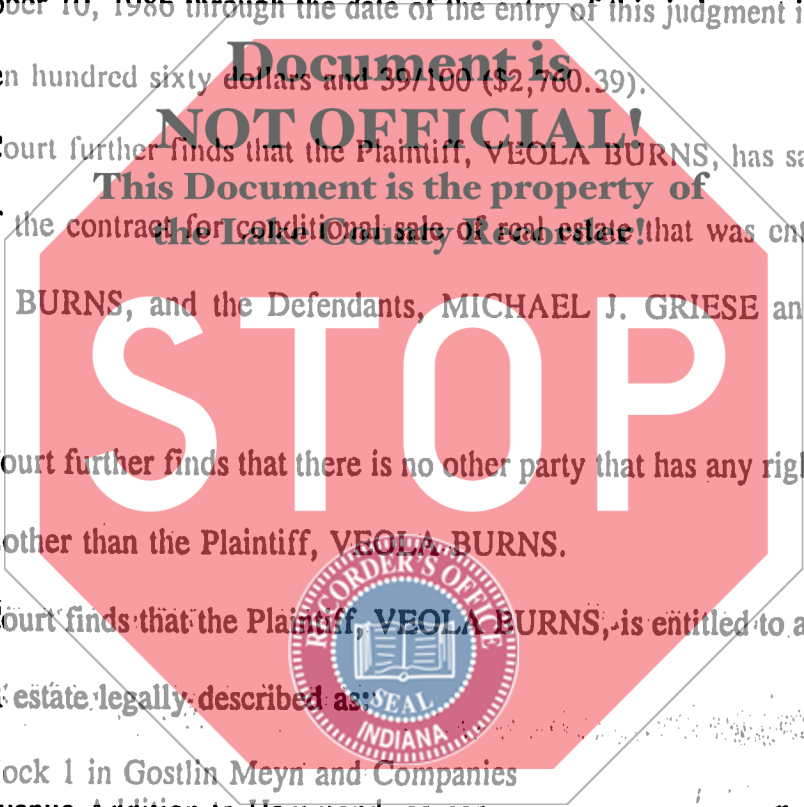
10. The Court further finds that there is no other party that has any right title or interest in said real estate other than the Plaintiff, VEOLA BURNS.

11. The Court finds that the Plaintiff, VEOLA BURNS, is entitled to all right, title and interest to the real estate legally described as:

Lot 7 in Block 1 in Gostlin Meyn and Companies
Calumet Avenue Addition to Hammond, as per
plat thereof, recorded in Plat Book 9, page
25, in the Office of the Recorder of Lake
County, Indiana,

more commonly known as 819 Morris
Hammond, Indiana

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that all
right title and interest to the real estate legally described as:



Lot 7 in Block 1 in Gostlin-Meyn and Companies
Calumet Avenue Addition to Hammond, as per
plat thereof, recorded in Plat Book 9, page
25, in the Office of the Recorder of Lake
County, Indiana,

more commonly known as 819 Morris
Hammond, Indiana

is hereby ordered quieted and the Plaintiff, VEOLA BURNS, is hereby entitled to all right, title
and interest to the aforementioned real estate.

IT IS FURTHER ORDERED ADJUDGED AND DECREED by the Court that judgment
be entered in favor of the Plaintiff, VEOLA BURNS, and against the Defendants, MICHAEL
J. GRIESE and STEPHEN E. LYON, in the total amount of eight thousand eight hundred
ninety-four dollars and 68/100 (\$8,894.68) together with costs of this action, and any judgment
interest.

SO ORDERED THIS 8th day of July, 1991.



Gerald M. Svetanoff
Honorable Gerald Svetanoff
Judge, Lake Superior Court, Room Four

