

13701 Lawrence
173

FILED Cedar Lake
44-303

APR 26 1980

ASSIGNMENT

94031258

Chas. N. Antoni
Notary Public
Madison Lake County, Indiana

KNOW ALL MEN BY THESE PRESENTS that we, FLOYD D. HAYES and DOROTHY HAYES, husband and wife, of Cedar Lake, Lake County, Indiana, for and in consideration of the payments hereinafter expressed and other good and valuable consideration, do hereby assign and transfer to JEROME URBANCZYK and KATHLEEN URBANCZYK, husband and wife, of Cedar Lake, Lake County, Indiana, a certain lease dated the 26th day of August, 1961, made by CEDAR LAKE CONFERENCE ASSOCIATION, a corporation organized under the laws of the State of Indiana, to FLOYD D. HAYES and DOROTHY HAYES, his wife, of premises described as follows:

The North 35 feet of Lot 5, the South 20 feet of Lot 8, all of Lot 4, the South 20 feet of Lot 6 and the South 20 feet of Lot 7, all in Block 28. Also included as part of this lease is a parcel of lake front unplatted land of 55 feet width situated approximately Easterly from the aforesaid lots in Block 28 and extending from the Easterly boundary of the 15 foot parkway to the edge of the lake.

together with all improvements and appurtenances located thereon. To have and to hold the same to themselves and their assigns from the 1st day of JULY, 1980, for and during all the rest and remainder yet to come of and in the term of ninety nine years mentioned in the lease, subject to the rents, covenants, obligations, taxes, assessments and other charges, agreements and conditions contained in said lease.

The consideration for this assignment is the payment by Jerome Urbanczyk and Kathleen Urbanczyk to Floyd D. Hayes and Dorothy Hayes, the sum of Forty-Eight Thousand Dollars (\$48,000.00) without relief from valuation or appraisal laws and with attorney fees. Said purchase price shall be paid in the following manner:

The sum of Five Thousand Dollars (\$5,000.00) has heretofore been paid by assignee to assignor and the receipt of such sum is hereby acknowledged by assignor.

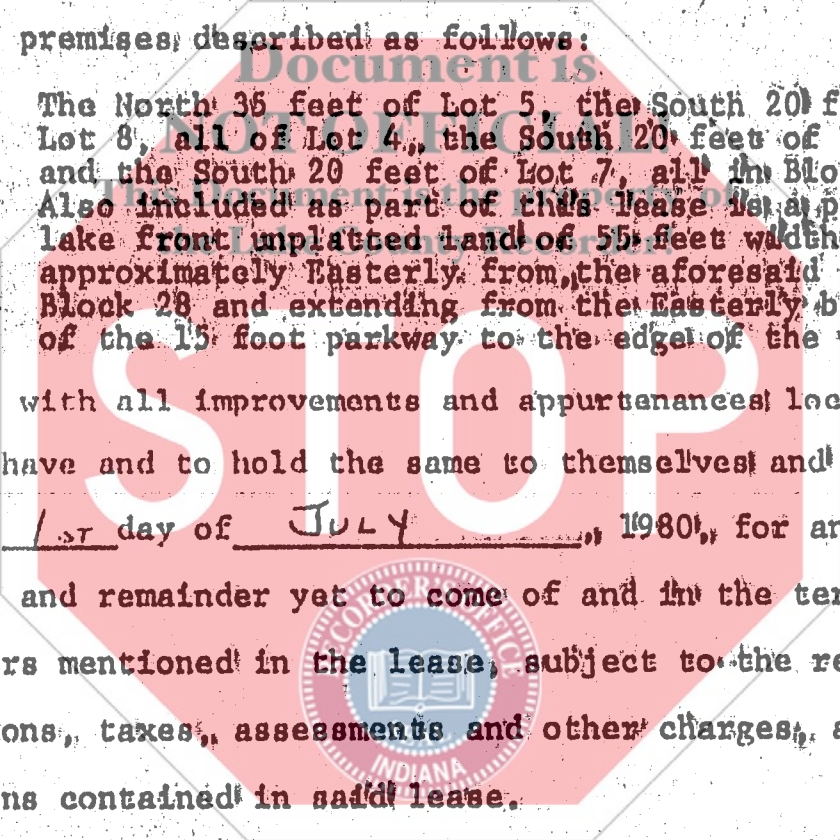
The additional down payment in the sum of Fifteen Thousand Dollars (\$15,000.00) shall be paid by assignee to assignor on or before July 15, 1980.

J. D. Hayes
J. D. Hayes

01588

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STATE OF INDIANA
LAW COUNTY
FILED IN RECORD
APR 26 10 09 AM '80
SHERIFF
ORDERED



The unpaid balance of Twenty-Eight Thousand Dollars (\$28,000.00) shall be paid in consecutive monthly installments of Two Hundred Fifty-One Dollars and Sixty-Eight cents (\$251.68) per month, including principal and simple interest at the rate of seven (7%) per cent per annum.

Said monthly installments shall commence on the 1ST day of JULY, 1980, and continue in like manner on the 1ST day of each month thereafter until paid in full.

Assignee shall have a thirty day grace period on all installment payments due hereunder provided however, the assignee shall pay to assignor a Twenty Dollar (\$20.00) late payment charge for any payment more than ten days overdue.

Assignee further agrees to keep the improvements herein 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 assignor and in an amount not less than the balance of the purchase price due hereunder. Said policy or policies shall be issued in the name of assignor and assignee, as their respective interests may appear and shall be delivered to and retained by assignor during the continuance of this agreement.

Assignee further agrees to maintain liability insurance on said premises in amounts as agreed with assignor. In the event assignees fail to so insure, assignor shall have the right to pay any such premium and any such payments shall not be considered a waiver of assignor's right to declare a forfeiture hereunder.

All covenants herein shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties.

The Assignee further agrees to assume and pay any and all assessments, charges and expenses required by all governing bodies having jurisdiction over this property, which shall include, but not be limited to all sewer and water installation work.

IN WITNESS WHEREOF, the parties have hereunto signed their names this 1st day of July, 1980.

ASSIGNORS

ASSIGNEES

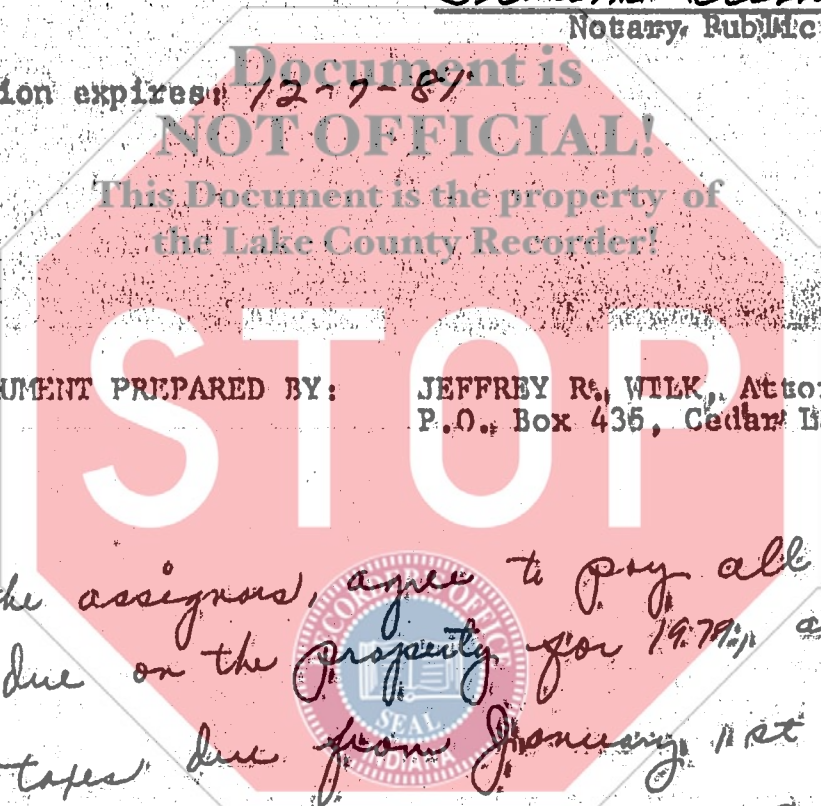
Annaly Hayes
Floyd D. Hayes

Jerome A. Urbansky
Leola M. Urbansky

Subscribed and sworn to before me, a Notary Public, this 1st day of July, 1980.

Flourence Armstrong
Notary Public

My commission expires 12-7-81



THIS INSTRUMENT PREPARED BY:

JEFFREY R. WILK, Attorney at Law
P.O. Box 435, Cedar Lake, IN 46808

NOTE:

We, the assignors, agree to pay all Real Estate taxes due on the property for 1979; also, Real Estate taxes due from January 1st to June 30, 1980. Also, when Cedar Lake Conference Center and the town of Cedar Lake come to a final agreement on back sewer charges, we will at that date pay charges against the property in the amount of \$410.55 which are due to June 30, 1980.