

95 SEP -6 AM 10:15

MARSHALL J. ...
RECORDER

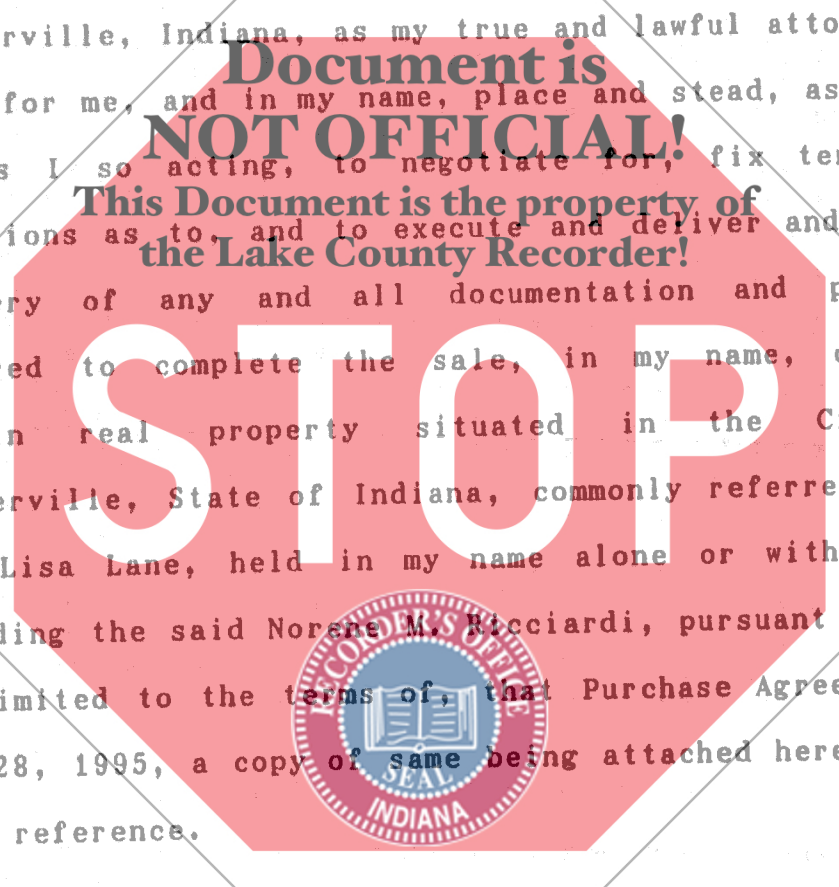
COMMUNITY TITLE ORDERS 2013
FILE NO. 2 11403

FILED

POWER OF ATTORNEY -- LIMITED SEP 5 1995

SAM ORLICH
AUDITOR LAKE COUNTY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Richard L. Ricciardi, of Schererville, Indiana, do hereby constitute and appoint, subject only to the limitations hereinbelow set forth, my wife Norene M. Ricciardi, of Schererville, Indiana, as my true and lawful attorney in fact, for me, and in my name, place and stead, as though it was I so acting, to negotiate for, fix terms and conditions as to, and to execute and deliver and accept delivery of any and all documentation and proceeds required to complete the sale, in my name, of that certain real property situated in the City of Schererville, State of Indiana, commonly referred to as 1132 Lisa Lane, held in my name alone or with others including the said Norene M. Ricciardi, pursuant to, but not limited to the terms of, that Purchase Agreement of July 28, 1995, a copy of same being attached here to for ready reference.



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- 81 J. HOME PROTECTION PLANS: Mark (x) in appropriate box. Purchaser has been informed that home protection plans are available. If not already provided by Seller
- 82 Purchaser elects to order at Purchaser's expense OR to waive Home Protection Plan
- 83 K. TAXES, ASSESSMENTS AND PRO-RATIONS: Real property taxes and personal property taxes (if applicable) shall be pro-rated as of the date of closing unless
- 84 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
- 85 by this Agreement 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
- 86 pay all taxes subsequent thereto. Pro-ration shall be on the basis of the current tax rate and assessed valuation as of the date of closing and shall be done on a calendar
- 87 year basis. Seller shall be charged with and shall pay all assessments for municipal improvements becoming a lien after the acceptance of this Agreement including
- 88 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 agreement
- 89 and any other such assessments shall be Purchaser's obligation. Rents, water and sewer charges, ditch assessments, and dues and assessments of the Owners
- 90 Association, and interest on assumed mortgage indebtedness, if any, shall be pro-rated as of the date of closing unless otherwise herein provided. Security deposits
- 91 if any, shall be transferred to the Purchaser. Seller will notify tenants of transfer of security deposit by certified mail.
- 92

Initials: Seller | Purchase

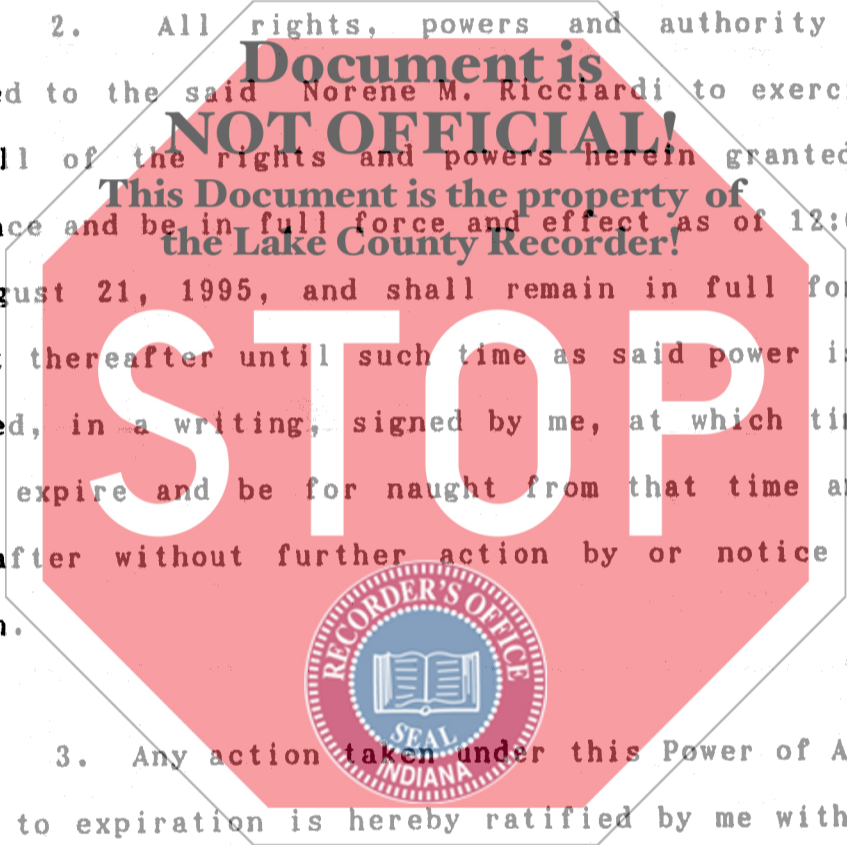
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In the grant of this Power of Attorney the following terms, conditions and limitations shall apply:

1. The power herein granted is limited to all actions required to complete the sale and transfer the title of real property only, improved and unimproved.

2. All rights, powers and authority herein granted to the said Norene M. Ricciardi to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect as of 12:00 noon of August 21, 1995, and shall remain in full force and effect thereafter until such time as said power is by me revoked, in a writing, signed by me, at which time same shall expire and be for naught from that time and date thereafter without further action by or notice to any person.

3. Any action taken under this Power of Attorney prior to expiration is hereby ratified by me without the requirement of verification by any person relying hereon.



- 60 1. Independent Inspection Addendum attached. 2. Purchaser waives right to inspections.
- 61 J. HOME PROTECTION PLANS: Mark (x) in appropriate box. Purchaser has been informed that home protection plans are available. If not already provided by Seller
62 Purchaser elects to order at Purchaser's expense OR waive Home Protection Plan
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Any such action taken shall survive the expiration of this Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of August, 1995.

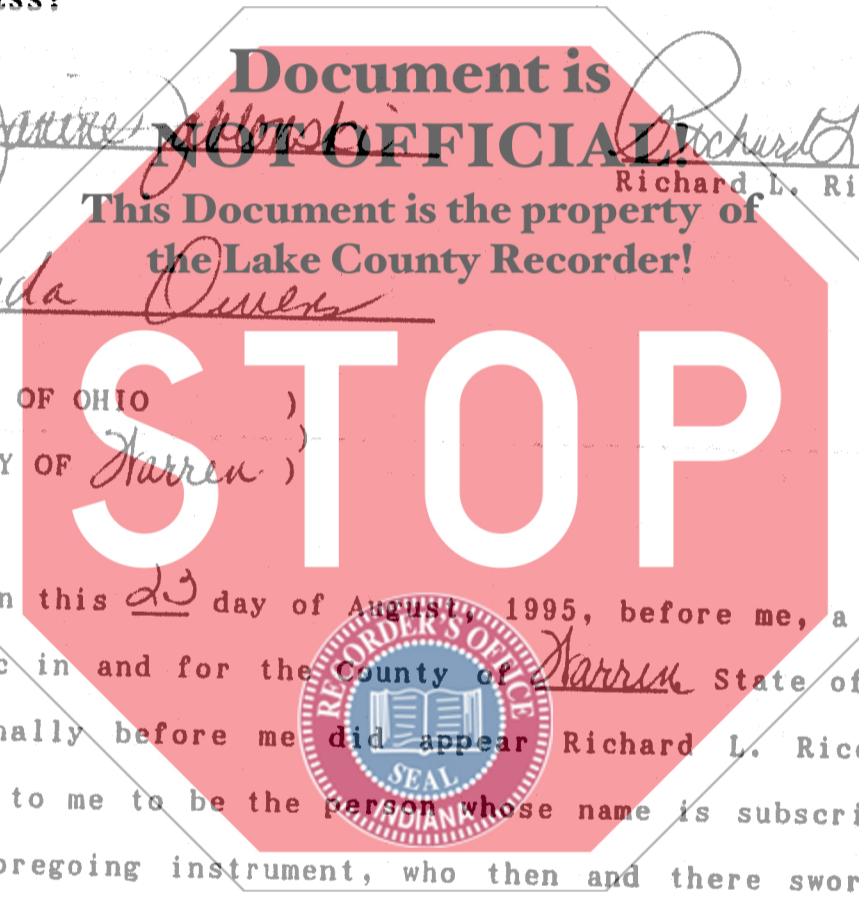
WITNESS:

[Signature]
[Signature]
 Richard L. Ricciardi
 Richard L. Ricciardi

[Signature]
 Ireda Owens

STATE OF OHIO)
COUNTY OF *Warren*)

On this 23 day of August, 1995, before me, a Notary Public in and for the County of *Warren* State of Ohio, personally before me did appear Richard L. Ricciardi, known to me to be the person whose name is subscribed to the foregoing instrument, who then and there swore that he had executed the foregoing with full knowledge,



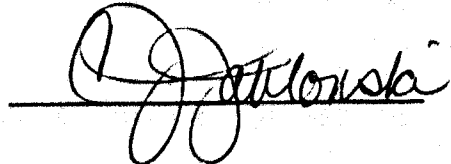
- 89 Property, which waiver shall survive the closing. (This paragraph shall not be applicable if Seller and Purchaser have signed an independent inspection agreement.)
- 90 1. Independent Inspection Addendum attached. 2. Purchaser waives right to inspections.
- 91 J. HOME PROTECTION PLANS: Mark (x) in appropriate box. Purchaser has been informed that home protection plans are available. If not already provided by Seller
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- 94 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
- 95 by this Agreement 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
- 96 pay all taxes subsequent thereto. Pro-ration shall be on the basis of the current tax rate and assessed valuation as of the date of closing and shall be done on a calendar
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- 72

Initials: Seller Purchaser

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without threat or duress, and as his free act and deed,
so that in witness thereof I have on this date hereunto
set my hand and affixed my Notarial Seal.



Notary Public for
County of Warren
State of Ohio

Document is NOT OFFICIAL!

Commission Expires

C.J. JABLONSKI
NOTARY PUBLIC, STATE OF OHIO
COUNTY OF WARREN
My Commission Expires Aug. 31, 1999

Dated by and upon
recording

Return to: J. Leavin Weiner, Esq.
Post Office Box 430506
Pontiac, Michigan 48343



- 59 Property, which waiver shall survive the closing. (This paragraph shall not be applicable if Seller and Purchaser have signed an Independent Inspection Addendum.
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Initials: Seller | Purchase

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PURCHASE AGREEMENT

1 Date: JULY 28, 1995
2 Purchaser agrees to buy real estate (the "Property") known as 1132 LISA LAKE
3 in ST. JAMES Township, LAKE County, INDIANA, 46015 Zip Code, which is legally described as:
4 PLUM CREEK LOT 36 7TH ADD. P.B. 62 PG 27

5 in accordance with the terms and conditions set forth below in this Purchase Agreement (the "Agreement");

- 7 A. PURCHASE PRICE: ONE HUNDRED SIXTY FIVE THOUSAND Dollars (\$165,000)
8 B. IMPROVEMENTS AND FIXTURES: The above 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, gas grills, incinerators, window shades, curtain rods, drapery poles and fixtures, awnings, TV antennas, all landscaping, mailbox, garage door opener with control(s), ceiling fans, smoke alarms, mini barn/storage sheds, satellite dish with control(s) and the following:

12 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, free of all liens and encumbrances except as otherwise provided herein. Acceptance of this Agreement by the Seller shall constitute a warranty that all of the articles, fixtures, accessories and appliances above described are fully paid for or will be fully paid for by the Seller prior to closing of the transaction.

- 18 C. METHOD OF PAYMENT: Mark (x) in appropriate box below.
19 [] 1. CASH: The entire purchase price shall be paid in cash by certified or cashier's check at the time of closing the transaction. No financing is required.
20 [] 2. NEW MORTGAGE: 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 an amount not to exceed \$_____. 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.
21 [] 3. ASSUMPTION (See Financing Addendum)
22 [] 4. CONDITIONAL SALES CONTRACT (See Financing Addendum)
23 [x] 5. OTHER METHOD OF PAYMENT (See Financing Addendum)

24 D. TIME FOR OBTAINING FINANCING: Purchaser agrees to make application(s) 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 Agreement and to make a diligent effort to obtain financing in cooperation with the Broker and Seller. No more than 45 days after the acceptance of this Agreement shall be allowed for obtaining favorable commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate, with a return of earnest money to Purchaser, unless an extension of time for this purpose is mutually agreed to in writing.

29 E. CLOSING DATE: Mark (x) in appropriate box. Closing date shall be on or before _____, 19____ [] within \$_____ days after mortgage proceeds are ready to be paid out in case of paragraph C above. Reasonable extension of time shall be allowed for correcting any defects in title, for Purchaser's lender to disburse funds, for correcting defects in the Property noted in any inspection report, and for correcting any encroachment problem revealed in the survey.

33 F. POSSESSION: Seller agrees to surrender possession of the premises on or before 30 DAYS AFTER CLOSING; 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 SIXTY Dollars (\$60.00) per day as a charge for use and occupancy of said premises. Failure of Seller to surrender possession as specified shall not make the Seller a tenant of Purchaser, but in such event Seller shall then be obligated to pay Purchaser ONE HUNDRED TWENTY Dollars (\$120.00) per day as liquidated damages for each day Seller holds over, and this provision shall not deprive Purchaser of any other legal or equitable remedy available under the law. To enforce this possession agreement, the Seller shall deposit with Seller's agent from the proceeds of the sale the sum of FIVE THOUSAND Dollars (\$5,000) to pay therefrom all monies due Purchaser for use, occupancy and/or liquidated damages; the balance if any shall then be refunded to the Seller.

- 41 G. MISCELLANEOUS PROVISIONS: The transaction shall be closed in accordance with the following:
42 1. Conveyance of this Property shall be by general Warranty Deed, or by _____ Deed, subject to all special exceptions which will be contained in the title insurance policy, unless otherwise agreed to in writing.
43 2. The price and terms of financing on a closed sale shall be disseminated to members of the Greater Northwest Indiana Association of REALTORS®, Inc., to other Brokers upon request, and may be published in the Association's Comparable Market Data Service.
44 3. FLOOD INSURANCE: If it is determined that this real estate is located in a flood plain area, and/or flood insurance is required by the lender, then Purchaser hereby agrees to provide such required insurance.
45 4. All Agency Disclosures, Addendums and Contingency Addendums attached [x] Yes [] No Number of Attachments _____
46 5. Seller represents and warrants that Seller is not a "Foreign Person" (individual or entity) and therefore is not subject to the Foreign Investment in Real Property Tax Act.

51 H. FURTHER CONDITIONS: _____

55 I. INDEPENDENT INSPECTIONS: Mark (x) in appropriate box. Purchaser is aware that independent inspections disclosing the condition of the Property are available, and has been afforded the opportunity to require such inspections as a condition of this Agreement. However, should Purchaser waive independent inspections and rely upon the condition of the Property based upon Purchaser's examination, Purchaser releases the Seller and all cooperating brokers and their sales associates representing the Seller and all brokers and their sales associates representing the Purchaser from any and all liability relating to any defect or deficiency affecting the Property, which waiver shall survive the closing. (This paragraph shall not be applicable if Seller and Purchaser have signed an Independent Inspection Addendum.
56 [] 1. Independent Inspection Addendum attached. [x] 2. Purchaser waives right to inspections.

58 J. HOME PROTECTION PLANS: Mark (x) in appropriate box. Purchaser has been informed that home protection plans are available. If not already provided by Seller Purchaser elects [] to order at Purchaser's expense OR [x] to waive Home Protection Plan

63 K. TAXES, ASSESSMENTS AND PRO-RATIONS: Real property taxes and personal property taxes (if applicable) shall be pro-rated as of the date 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 Agreement 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 date 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 Agreement 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 agreement and any other such assessments shall be Purchaser's obligation. Rents, water and sewer charges, ditch assessments, and dues and assessments of the Owners Association, 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 Purchaser. Seller will notify tenants of transfer of security deposit by certified mail.

Initials: Seller | Purchase

Handwritten signature/initials

73 L. TITLE EVIDENCE: Purchaser shall be furnished a commitment for an owner's life insurance policy in the current form of ALTA Owner's Policy without extended coverage
74 of any type to insure Purchaser's marketable title in the Property in the amount of the purchase price. All expense of obtaining such title insurance commitment and policy
75 shall be paid by Seller, except that the expense of later dating the title commitment after closing and recording fees unrelated to Seller's obligations herein shall be paid
76 by the Purchaser. All expense of obtaining a mortgagee's life insurance policy and all expense of special endorsements to the owner's life insurance policy required
77 by Purchaser or Purchaser's lender shall be paid by Purchaser. Seller shall make a reasonable effort to remove encumbrances and cure defects in title which make it
78 unmarketable, but if such reasonable effort is unsuccessful, this Agreement shall be deemed terminated with no further liability on either Seller or Purchaser. In the event
79 of a Contract Sale, Seller shall provide evidence of title at time of closing or shall deliver paid binder for title insurance upon delivery of General Warranty Deed.

80 M. SURVEY: Mark (x) in appropriate box. Purchaser shall receive a Surveyor Location Report, which is a survey where corner markers are not set Boundary
81 Survey, which is a survey where corner markers of the Property are set prior to the closing and certified as of a current date, at Purchaser's Seller's expense.
82 The survey shall show the location of all improvements and easements of record. If the survey shows that any of Seller's improvements encroach on any adjoining
83 property or violate any setback requirements, or that any improvements of any adjoining property encroach on the Seller's Property, and if any such encroachment
84 problem cannot be corrected or insured over in the title policy referred to in paragraph L of this Agreement, at Seller's expense, within thirty (30) days, Purchaser has
85 the option to proceed to closing or terminate this Agreement.

86 N. RISK OF LOSS: All risks of ownership and loss, whether by fire, vandalism, theft, casualty or otherwise, shall belong to Seller until closing, as well as all rights of Seller's
87 insurance. In the event there is any damage to the Property which has not been restored prior to closing, Purchaser shall have the right to rescind this Agreement or
88 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,
89 Purchaser has the option to take an assignment of Seller's right to collect such proceeds. It is the Purchaser's responsibility to provide hazard insurance coverage as
90 of the date of closing.

91 O. MAINTENANCE OF PROPERTY: Seller shall maintain the condition of the Property and related equipment until possession thereof is delivered to Purchaser.

92 P. EXPIRATION AND APPROVAL: Mark (x) in appropriate box. This Agreement is void if not accepted in writing on or before 9:00 AM PM
93 Noon Midnight, July 29, 1995.

94 Q. TIME PERIODS: Time is of the essence, and time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to
95 a different date and/or time.

96 R. TERMS BINDING: No verbal agreements shall bind the parties. All terms and conditions of this transaction are included in this Agreement, and this Agreement shall
97 inure to the benefit of and be binding on the parties hereto, their heirs, personal representatives and successors. There shall be no assignment of this Agreement (other
98 than by operation of law) by either party without the written consent of the other party.

99 S. EARNEST MONEY: Mark (x) in appropriate box. Purchaser submits herewith \$ 2,500.00 in the form of check cash other: _____
100 as earnest money which shall be applied to the purchase price. The Listing Broker shall, on or before the next two (2) banking days after acceptance of this Agreement
101 by the Seller, deposit all cash and/or checks received into Broker's trust account. Earnest money shall be returned promptly in the event this Agreement is not accepted.
102 If this transaction does not close for any reason, the Broker agrees with Broker's agent and employees, nothing any Earnest money, is absolved from any responsibility
103 to pay the same to the Seller or Purchaser, unless the parties enter into a Mutual Release with provisions for the disposition of the earnest money, or a court of competent
104 jurisdiction issues an Order for its disposition.

105 T. DEFAULT BY EITHER PARTY: If this Agreement is accepted and Purchaser shall fail or refuse to close the transaction, without legal cause, Purchaser shall pay to
106 Seller as damages, and not as a penalty, an amount equal to fifteen percent (15%) of the purchase price. If Seller shall fail or refuse to close the transaction, without
107 legal cause, Seller shall pay to Purchaser as damages, and not as a penalty, an amount equal to fifteen percent (15%) of the purchase price. In the event Purchaser
108 or Seller breach the accepted Agreement and fail or refuse to close, or in the event that they mutually agree not to close or to rescind this accepted Agreement, the
109 breaching party or parties shall be liable to the Broker for the professional service fee that would have been earned had the sale been consummated, together with
110 reasonable attorney fees, costs and interest. Either the Purchaser or Seller shall be entitled to sue the other party either for specific performance, rescission or for damages.
111 If either party sues the other to collect said damages, the unsuccessful party shall be obligated to pay the successful party's reasonable costs and attorney fees as part
112 of any judgment recovered, all without relief from valuation and appraisal laws.

113 U. FAX REPRODUCTION: This Agreement may be executed simultaneously on two or more counterparts, each of which shall be deemed an original, but all of which
114 together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile reproduction (FAX); if FAX delivery is
115 utilized, the original document shall be promptly executed and/or delivered, if requested.

116 V. ACKNOWLEDGMENTS: Purchaser and Seller acknowledge that each has received agency disclosure forms, have had their agency options explained, and now confirm
117 their respective agency relations. They further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below the
118 parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

119 X Richard L. Ricciardi 7/28/95
120 PURCHASER'S SIGNATURE 7/28/95
121 X John R. Volos 7/28/95
122 X Athena D. Volos 7/28/95
123 PRINTED 1142 CAMELLIA DRIVE Apt #1 MUNSTER, IN 46321 DATE/TIME 7/28/95
124 MAILING ADDRESS 248 DYER BLVD HAMMOND, IN 46320 DATE/TIME

125 EARNEST MONEY RECEIPT: The undersigned Listing Broker and/or Selling Broker hereby acknowledges the receipt of the earnest money payment from Purchaser in the
126 amount of TWO THOUSAND FIVE HUNDRED Dollars (\$ 2,500.00) in the form of

127 Check Cash Other _____

128 McColly Realty BHP 7/28/95
129 SELLING BROKER COMPANY NAME Richard Ricciardi RECEIVED BY AGENT 7/28/95
130 McColly Realty BHP 7/28/95
131 LISTING BROKER COMPANY NAME Norene H. Ricciardi RECEIVED BY AGENT 7/28/95

RESPONSE TO PURCHASE AGREEMENT

133 The above listed conditions are: Accepted Rejected Countered (see Counter Proposal attached) this 28 day of July, 1995
134 at 9:00 AM PM Noon Midnight

135 Richard L. Ricciardi 7/28/95
136 SELLER'S SIGNATURE 7/28/95
137 Richard L. Ricciardi 7/28/95
138 PRINTED 1132 LISA LANE SCHER, IN. 7/28/95
139 1132 LISA LANE SCHER, IN. 7/28/95
140 MAILING ADDRESS 1132 Lisa Ln. Scher, IN. 7/28/95





AMENDMENT TO AGREEMENT TO PURCHASE

Standard form for use of members only

1. Date JULY 31, 19 95

2. This Amendment is attached to and made a part of Agreement to Purchase dated JULY 29, 1995

3. 19 95, and accepted on JULY 29, 19 95, by and

4. between JOHN K. SKOLAS & ATHENA D. SKOLAS & JAMES T. PANOS & SOFIA PANOS Purchaser(s),

5. and RICHARD L. RICCIARDI AND NOREEN M. RICCIARDI as Seller(s),

6. on real estate known as 1132 45th Lane

7. In ST. JOHN Township, LAKE County,

8. State of IN. legally described as:

9. PLUM CREEK LAT 36 7th APR PA 62 PG 27

10. It is mutually agreed to amend the said Agreement to Purchase as follows:

11. The time for making application(s) for financing necessary to complete the transaction is hereby extended to

12. _____, 19 _____.

13. The time for obtaining favorable commitment(s) for financing necessary to complete the transaction, or approval of mortgage assumption, is hereby extended to

14. _____, 19 _____.

15. The time for closing the transaction is hereby extended to _____, 19 _____.

16. The time that Seller may retain possession of the property is changed to 12 o'clock midnight on _____, 19 _____.

17. _____, 19 _____.

18. The time for making any inspections requested in the Agreement to Purchase is hereby extended to

19. _____, 19 _____.

20. The time for delivering condominium documents is hereby extended to _____, 19 _____.

21. Other DELETE THE NAMES OF JAMES T. PANOS & SOFIA PANOS, NAMES OF

22. JOHN K. SKOLAS & ATHENA D. SKOLAS REMAIN AS PURCHASERS.

23. _____

24. _____

25. _____

26. _____

27. All other terms and conditions of the Agreement to Purchase remain unchanged.

28. This is a legally binding contract.

29. By signature below, the parties acknowledge receipt of a signed copy of this Amendment.

30. Noreen Ricciardi 8-1-95 [Signature] 8-2-95
Seller Date Purchaser Date

31. [Signature] 8/4/95 [Signature] 8/2/95
Seller Date Purchaser Date

