

Mustafa & Good
FILED

FEB 13 1996

SAM ORLICH
AUDITOR LAKE COUNTY

16

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

AFFIDAVIT

Lawrence Harris M. Trotter, as to Parcels 1 and 5, Lawrence H.M. Trotter, as to an undivided 1/3 of parcels 2 and 3, and Lawrence H. Trotter and Leokadya J. Trotter, Husband and Wife, as to the balance of the land, after first being duly sworn upon their oath, state as follows:

1. That Affiants are the Owners in Fee Simple and Title to the parcel of real property legally described on Exhibit "A" attached hereto;
2. That Affiants or certain of them, entered into an Offer to Purchase a portion or all of the real property described in Exhibit "A" attached hereto, with Anthony Portone, by Agreement dated in 1994; further, that said Offer to Purchase provided for certain contingencies that expressly required the Purchaser, Anthony Portone, to be able to secure the financing for the subject parcel within sixty (60) days of application in an amount not less than eight percent (80%) of the purchase price, under terms and conditions acceptable to said Purchaser; further, an additional contingency term to said Offer to Purchase was that in the event the purchaser Anthony Portone was unable to secure the requisite financing under the terms stated, the Offer would be withdrawn, and no further obligation would be borne by the Parties; that a copy of the partially executed Offer to Purchase is attached hereto, included herein and marked as Exhibit "B";
3. That thereafter, by letter dated May 24, 1995, to Attorney Crystal Sharp Bauer, Attorney for Affiants, the Purchaser, Anthony Portone, reported his inability to perform under the Offer to Purchase in that the necessary and requisite financing was unable to be obtained; further, that a copy of the May 24, 1995, letter of Attorney David K. Ranich, Attorney for Purchaser, Anthony Portone, to Attorney Crystal Sharp Bauer, Attorney for Purchasers, is attached hereto, included herein and marked as Exhibit "C"; further, a copy of the May 18, 1995, letter of Liberty Savings Association, F.A. to Anthony Portone declining the application for financing is attached hereto, included herein and marked as Exhibit "D"; further, that a copy of the returned check of Lawrence or Leokadya Trotter dated July 27, 1995, made payable to the order of Anthony Portone in the amount of Five Thousand (\$5,000.00) Dollars, the earnest money deposit made by Purchaser, Anthony Portone to Affiants, including the reverse side of said check number 647 of Affiants drawn on the Calumet National Bank, which

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STATE OF INDIANA
LAKE COUNTY
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MANAGED BY CENTRAL RECORDS

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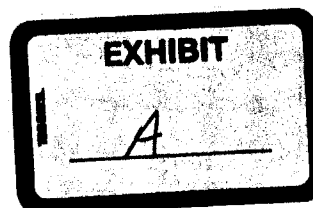
PARCEL 1: PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT 1319.85 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST 230 FEET; THENCE SOUTH 200 FEET; THENCE EAST 230 FEET; AND THENCE NORTH 200 FEET, TO THE PLACE OF BEGINNING, EXCEPT THE EAST 30 FEET AND THE NORTH 30 FEET THEREOF, IN LAKE COUNTY, INDIANA.

Key # 12-5-79

PARCEL 2: A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 29, 1902.68 FEET TO A LINE THAT IS PARALLEL TO AND 738.62 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE EASTERLY ON SAID 738.62 FOOT PARALLEL LINE, 699.33 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ON SAID 738.62 FOOT PARALLEL LINE, 629.94 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER; THENCE NORTHERLY ON SAID EAST LINE 385.65 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THE LAND CONVEYED TO LAWRENCE HARRIS M. TROTTER BY DEED RECORDED IN DEED RECORD 956, PAGE 463; THENCE WESTERLY ON A LINE THAT MAKES AN INTERIOR ANGLE OF 90 DEGREES 55 MINUTES, MEASURED SOUTH TO WEST WITH LAST DESCRIBED LINE, 430.00 FEET FOLLOWING THE SOUTH LINE OF LAND CONVEYED TO SAID LAWRENCE HARRIS M. TROTTER IN DEED RECORD 956, PAGE 463; AND THE SOUTH LINE OF LAND CONVEYED TO ALEX M. TROTTER AND LILLIAN E. TROTTER, HUSBAND AND WIFE, BY DEED RECORDED IN DEED RECORD 961, PAGE 14; THENCE NORTHERLY ON A LINE PARALLEL TO AND 430 FEET WESTERLY OF THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER 200 FEET, BEING THE WEST LINE OF LAND CONVEYED TO ALEX M. TROTTER AND LILLIAN E. TROTTER, HUSBAND AND WIFE, BY DEED RECORDED IN DEED RECORD 961, PAGE 14; THENCE WESTERLY ON A LINE THAT MAKES AN INTERIOR ANGLE OF 90 DEGREES 55 MINUTES, MEASURED SOUTH TO WEST WITH THE LAST DESCRIBED LINE, 200.00 FEET; THENCE SOUTHERLY ON A LINE PARALLEL TO AND 630.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SAID NORTHWEST QUARTER, 585.00 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

Key # 12-5-130

PARCEL 3: A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 29; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 29, 2641.30 FEET TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE EASTERLY ON THE SOUTH LINE OF SAID NORTHWEST QUARTER 766.67 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING EASTERLY ON SAID SOUTH LINE 561.63 FEET, MORE OR LESS TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, SAID EAST LINE MARKED BY A FENCE AND IRON PIPE OF THE WESTERLY LINE OF PON AND COMPANY'S, ST. JOHN ACRES, A SUBDIVISION RECORDED IN PLAT BOOK 26, PAGE 42, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA; THENCE NORTHERLY ON THE EAST LINE OF SAID WEST HALF, 738.62 FEET; THENCE WESTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, 562.60 FEET



TO A LINE THAT IS PARALLEL TO AND 766.67 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER, MEASURED ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ON SAID 766.67 FOOT PARALLEL LINE, 738.62 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA. Key #12-5-121

PARCEL 4: PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT 1319.85 FEET SOUTH OF AND 230 FEET WEST OF THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE WEST 200 FEET; THENCE SOUTH 200 FEET; THENCE EAST 200 FEET; AND THENCE NORTH 200 FEET TO THE PLACE OF BEGINNING, EXCEPT THE NORTH 30 FEET AND THE WEST 30 FEET THEREOF, IN LAKE COUNTY, INDIANA. Key #12-5-81

PARCEL 5: THE EAST 30 FEET OF THE FOLLOWING DESCRIBED PARCEL: PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P. M., DESCRIBED AS BEGINNING AT A POINT 1319.85 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST 230 FEET; THENCE SOUTH 200 FEET; THENCE EAST 230 FEET; AND THENCE NORTH 200 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

Key #12-5-79

*The One
We Signed*

OFFER TO PURCHASE

The undersigned, ANTHONY PORTONE or his nominees or assigns, thereafter referred to as "Purchaser", offers to purchase from LAWRENCE H. TROTTER and LEOKADYA J. TROTTER, hereinafter referred to as "Sellers", certain real estate and all improvements thereon, known generally as 12507 W. 87th Avenue, St. John, Indiana, more particularly described as follows:

See attached Exhibit "A", incorporated herein as if fully set forth.

The terms and conditions of this offer are as follows:

1. Purchase Price. The Purchaser agrees to pay for said property the sum of [REDACTED]

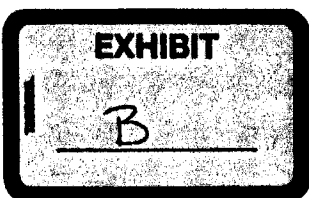
[REDACTED] payable as follows:

(a) An earnest money deposit in the amount of One Thousand Dollars (\$1,000.00), which will be paid to Sellers upon acceptance of this Offer to Purchase.

(b) The balance of the purchase price shall be paid in cash, subject to and contingent upon Purchaser's ability to obtain a mortgage loan commitment pursuant to Paragraph 12. below. If Purchaser is unable to obtain such commitment within sixty (60) days from the time it is submitted to such mortgage lender, then this Offer to Purchase shall be null, void and of no force and effect, and any earnest money shall be refunded to Purchaser. Purchaser agrees to make application for such financing within one hundred fifty (150) days, and to proceed in good faith toward obtaining same.

2. Closing Date and Possession. The closing date of this transaction shall be on or before July 1, 1995, and after Sellers have obtained all necessary approvals and title cleared.

Possession of the property shall be surrendered to the Purchaser at closing, except that Sellers may continue to occupy and use



the barn type garage, at no charge, until August 1, 1995. If Seller fails to surrender the barn type garage on August 1, 1995, Sellers shall pay an amount to be agreed upon for any holdover period.

3. Title. The Sellers shall convey marketable title to the property to the Purchaser by good and sufficient general warranty deed, warranting title to be free and clear of all liens, charges and encumbrances, clouds and defects whatsoever, except such restrictions, reservations, limitation, easements and conditions of record, if any which are approved by the Purchaser, zoning ordinances, highway rights-of-way, taxes, easements of record.

4. Title Insurance. The Sellers shall provide Purchaser on or before the date fixed for closing with a title guaranty policy in the amount of the purchase price issued in favor of the Purchaser guaranteeing the record title to the property to be free and clear in the name of the Sellers. The cost of acquiring said title guaranty commitment shall be borne by and be the sole responsibility of the Sellers.

A preliminary title report in the form of a commitment to issue the required title insurance policy shall be provided to Purchaser within twenty (20) days of the acceptance of this Offer to Purchase.

5. Taxes. Sellers shall be responsible for any and all taxes due and owing on the subject property up to and including

the date of closing. Any taxes or assessments accruing thereafter, shall be the responsibility of the Purchaser.

6. Purchaser's Rights in the Premises. Purchaser and Purchaser's agents shall have the right to enter upon the Premises to survey the same and to perform soil, environmental and other engineering tests and studies with respect to the Premises, if deemed necessary by Purchaser. All of such studies and tests shall be conducted at Purchaser's sole cost and expense. Sellers shall deliver to Purchaser copies of all engineering and other reports relating to the Premises in their possession.

7. Survey. At any time prior to the Closing Date, Purchaser at its option shall cause to be prepared at Purchaser's cost and expense, a minimum standard detail requirements survey of the Premises prepared by a civil engineer or licensed surveyor. If Sellers have a prior survey of the real estate which can be updated to meet a minimum standard detail requirement survey prepared by a licensed surveyor Sellers may have it updated. Sellers shall furnish to Purchaser copies of all drawings that it has with respect to the development of the Premises. The legal description shown on the survey shall be used in the policy of title insurance, the Warranty Deed, and all other documents and/or instruments requiring the insertion of the legal description of the Premises. In the event that such survey shows any encroachments or other matters affecting the marketability of the title to the Premises, or other matters

which materially interfere with Purchaser's intended use of the Premises, such defect in title shall be cured at the expense of Sellers.

8. Sellers' Representation. Sellers represent and warrant to Purchaser, as of the date of this Agreement and as of the Closing Date with the full knowledge that Purchaser is relying upon such representations and warranties in executing this Agreement and performing hereunder, which representations shall survive the closing of the transaction contemplated herein, as follows:

(a) That Sellers have not discharged or released on, or under the Premises, or permitted to be discharged or released on, into, or under the Premises, any pollution, contamination, or other environmental hazards which shall include, but are not limited to, those provided under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"). If subsequent to the date of this Agreement, but prior to the Closing Date, the Premises are found to be polluted or contaminated regardless of whether the same is in violation of any local, state or federal environmental statute or regulation, Purchaser shall be advised in writing immediately and Purchaser shall have the option to cancel and terminate this Agreement by written notice to Sellers. In this event any earnest money or other funds paid by Purchaser shall be returned to Purchaser and neither Sellers nor Purchaser shall have any further duties or obligations under this Agreement. The Sellers are not aware of any condition on the Premises that would give rise to environmental liability;

(b) That Sellers have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement, and shall have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement. Sellers are not now the subject of any pending, threatened or contemplated bankruptcy proceeding;

(c) That this Agreement, and the documents to be executed and delivered by the Sellers in connection with the consummation of this Agreement, is and shall be valid and binding in accordance with their respective terms and conditions;

(d) That the execution, delivery and performance by Sellers of this Agreement is not precluded by, and will not violate, any provisions of any existing law, statute, rule or regulation of the States of Indiana, or any judgment, order, decree, writ or injunction of any court, governmental department, commission, board, bureau, agency or instrumentality, and will not result in a breach of, or default under, any agreement, mortgage, contract, undertaking or other instrument or document to which Sellers are a party or by which Sellers are bound or to which Sellers or any portion of the Premises are subject;

(e) That there are no action, suits or proceedings pending or threatened against, by or affecting the Sellers in any court or before any government agency relating to the ownership of, or Sellers' ability to convey, the Premises; and

(f) Sellers are not a "Foreign Person" within the meaning of Internal Revenue Code Section 1445.

9. Notice. Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Sellers, to: Lawrence H. & Leokadya J. Trotter
12507 W. 87th Avenue
St. John, Indiana 46373

If to the Purchaser, to: Anthony Portone
4140 Baring Avenue
East Chicago, Indiana 46312

With a copy to: David K. Ranich, Esq.
Burke, Murphy, Costanza & Cuppy
720 W. Chicago Avenue, Suite 238
East Chicago, Indiana 46312

10. Acceptance. This offer to purchase shall be deemed to be irrevocable until 4:00 p.m. on the 14th day of October, 1994.

Unless said offer is accepted by Sellers by or before that date and time, said offer shall expire on its terms and this offer shall be deemed revoked and the earnest money heretofore deposited by Purchaser with Sellers shall be refunded in full. In the event Purchaser should fail for any reason to close on this purchase, Sellers shall have all rights and remedies against Purchaser now available at law. If Sellers should fail for any reason to close on this sale Purchaser shall have all rights and remedies against Sellers now available at law.

Upon acceptance, this offer shall become an agreement binding upon and accruing to the benefit of the Purchaser and the Sellers and their respective heirs, executors, administrators and assigns, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements, written or oral.

11. Closing Costs. It is expressly agreed and acknowledged the parties that any and all costs or expenses in connection with the closing of this transaction shall be borne by the respective parties. These costs shall include, but are not limited to, costs incurred for legal fees, recording fees, and any other costs incurred in connection with the closing of this transaction. Title insurance fees shall be the responsibility of Sellers as provided in Paragraph 4 above.

12. Contingencies. Parties agree that this offer is expressly contingent upon the Purchaser's ability to secure

financing for the subject purchase within sixty (60) days of application in an amount not less than eighty percent (80%) of the purchase price, under terms and conditions acceptable to Purchaser. In the event the Purchaser is unable to secure said financing, this offer shall be withdrawn and no further obligation shall be borne by the parties hereto. Additionally, the earnest money deposited and any other funds advanced by Purchaser to Sellers shall be refunded promptly by Sellers.

This Offer to Purchase is further contingent upon and subject to Purchaser being able to acquire the necessary easements for sanitary and/or storm sewers from Jeffrey and Cindy Kaluf or their successors in interest across real estate lying immediately adjacent to and east of the subject real estate.

This Offer to Purchase is further contingent upon Sellers removing all scrap metal, oil drums, automotive parts and vehicles, farm implements, tractors, and any other objects which currently exist on the land and which were used for refurbishing vehicles or machinery. If at the time of the closing the above materials are not removed from the land, Sellers will leave the 1976 Blazer with snowplow in an "as is" condition on the property.

13. Default. In the event Sellers breach this Agreement the Purchaser shall have all rights and remedies available at law, including the right to seek specific performance of this Agreement, or, at its option, terminate this Agreement and receive a refund of any earnest money. In the event Purchaser

A C C E P T A N C E

The Sellers hereby accept the above offer, acknowledge the receipt of the earnest money and agree to all the terms set out in the above offer.

BY: _____
LAWRENCE H. TROTTER

BY: *Leokadya J. Trotter*
LEOKADYA J. TROTTER

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, duly commission and qualified, personally appeared Lawrence H. Trotter and Leokadya J. Trotter who acknowledged execution of the foregoing Offer to Purchase for the intents and purposes expressed therein.

WITNESS my hand and Notarial Seal this _____ day of _____, 1994.

My Commission Expires: _____ Notary Public

County of Residence: _____ Printed

This Instrument Prepared by David K. Ranich, Attorney at Law.

FROM : PRJ. JORDAN

PHONE NO. : 2193659139

JAN 30 1995 09:17AM '95

2193772508 BURKE MURPHY

191 P02 JUN 05 '95 12:07

BURKE, MURPHY, COSTANZA & CUPPY

ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING
780 W. CHICAGO AVENUE

EAST CHICAGO, INDIANA 46018

(317) 947-8401

TELECOPIER (317) 947-0808

HOWARD L. BURKE
LESTER F. MURPHY
JOSEPH R. COSTANZA
FREDERICK M. CUPPY
GERALD K. HEDDIE
ANDREW J. KERRY
LAWRENCE C. GENTYOS
OSCAR W. CALABRETTI
DAVID R. HANCOCK
BARBARA D. SCHMIDT
DAVID COOPER
DORIS J. HAYES
RICHARDE P. MONTANO
PAULA R. HAYES
LETT M. SCHARFEN
TODD A. STRAIN
CHRIS H. VAN SCHUYVEN
DANIEL L. TOOS
ROBERT E. DENNIS

SUITE 900
8806 BROADWAY
MURRAYVILLE, INDIANA 46049-7000
(317) 908-1818
TELECOPIER (317) 908-8808

May 24, 1995

ALSO ADMITTED IN ILLINOIS
ALSO ADMITTED IN ILLINOIS AND FLORIDA

Crystal Sharp Bauer, Esq.
200 Monticello Drive
Dyer, Indiana 46311

Re: Portone/Trotter

Dear Crystal:

I must reluctantly inform you that Anthony Portone is unable to perform under the Offer to Purchase made to your clients, Lawrence Trotter and Leokadya Trotter and, subsequently, will not be able to close the contemplated real estate transaction. Mr. Portone's employer, Clark Material Handling, Inc., filed a voluntary Chapter 11 Petition in Bankruptcy on February 10, 1995. As a result, Mr. Portone's salary has been reduced by fifty (50%) percent. When this fact became known to Liberty Savings, Mr. Portone's application was recently denied. I am enclosing a copy of Liberty Savings' May 18th correspondence for your review. It is extremely unfortunate that Anthony will not be able to proceed to closing on this matter since he is already invested in excess of Twenty Thousand Dollars (\$20,000.00) in performing tests, studies, surveys, engineering and the like to develop this property.

In closing, please convey this information to Mr. and Mrs. Trotter and extend Anthony's apologies. Thereafter, I would ask that you please return Anthony's Five Thousand Dollar (\$5,000.00) earnest money deposit to me at the East Chicago address.

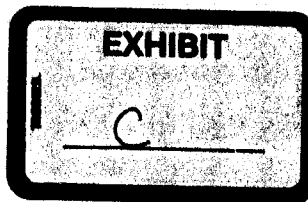
As always, if you should have any questions, please feel free to contact me. Best regards.

Very truly yours,

BURKE, MURPHY, COSTANZA & CUPPY

DAVID K. RANICH

DKR/wb
Enclosure
cc: Mr. Anthony Portone





Liberty Savings Association, F.A.

1900 INDIANAPOLIS BOULEVARD
WHITING, INDIANA 46394
219/659 6700

U.S. ROUTE 30 & AUSTIN AVENUE
SCHERERVILLE, INDIANA 46375
219/322 2000

May 18, 1995

- Anthony Portone
- 4140 Baring Avenue
- East Chicago, IN 46312

Re: Purchase of 12507 W. 87th Avenue
St. John, IN 46373

Dear Mr. Portone:

I have received the application submitted for the purchase of the above mentioned property and have found that your income isn't sufficient to handle this purchase.

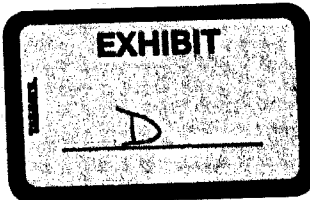
At this time it would be best to decline the application, perhaps at a future date we may be able to help you.

Thank you for considering Liberty Savings to help you with your financial needs. If I can be of any other assistance to you please let me know.

Sincerely,

Sherlynn Groat
Sherlynn Groat
Asst. Vice President

Dorinda [unclear]



7647

LAWRENCE OR LILLIAN TROTTER
 12807 W 87TH AVE
 ST. JOHN IN 46373

July 27 1995

Anthony Portone
Home

CALLUMET NATIONAL BANK

Lawrence Trotter

0000050000 790 #12 590 8800170

* Earnest money refunded to
 Anthony Portone

SEARCHED

[Handwritten signature]

15 # 15

271973937
 SECURITY DEPT OF JUSTICE
 JUL 27 1995

