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Return to H. Barber
130 N. Main St
Crown Point
In 46307

STATE OF INDIANA
LAKE COUNTY
AMENDMENT TO LAND CONTRACT
DATED SEPTEMBER 8, 1995
RECORD

97088528
THIS AGREEMENT entered into by and between **ROBERT J. BUCKO, SR.**
("Vendor") and **JOHN T. WISER and MARLENE S. WISER**, husband and wife,
("Purchaser"),
MORRIS W. CARTER

WITNESSETH:

WHEREAS, the parties entered into an agreement on the 8th day of September, 1995 for the sale and purchase of the following described real property located in Lake County, Indiana:

The West 188.85 feet of the East 1134.39 feet of that part of the Southeast Quarter of Section 4 Township 34 North, Range 8 West of the Second P. M. lying Northerly of the Northerly right of way of the Chicago and Eric Railroad right of way.

; and

WHEREAS, by the terms of said agreement, the Contract Balance was to be paid in monthly installments of One Thousand Three Hundred Eighteen Dollars and Fifty-five Cents (\$1,318.55) for five years, and at which time the remaining unpaid balance was to become due and payable; and

WHEREAS, in paragraph 11 of the agreement, the parties provided a procedure for the release of parcels from said land contract before the complete payment of the unpaid Contract Balance; and

WHEREAS, the Purchaser has platted the land they are purchasing from Vendor along with other adjacent land into a development known as Mar-Dar Industrial Park and is in the process of selling the platted; and

WHEREAS, because of the marketing of the lots, the Purchaser needs the land released in a different manner than was anticipated by paragraph 11 of the contract; and

WHEREAS, the Vendor still wishes to retain part of the land as security for the payment of the contract; and

WHEREAS, the parties now desire to amend paragraph 11 of the contract to reflect new terms for the partial release of the property.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Vendor acknowledges that the property being sold to the Purchaser is now included with other adjacent land in a platted subdivision recorded as Mar-Dar Industrial Park which has been recorded in the Office of the Recorder of Lake County, Indiana, in Plat Book 81, page 51 and re-recorded in Plat Book 81 page 57. Said subdivision plat contains twenty-one (21) lots.

FILED

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RECORDER LAKE COUNTY

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CL# 1296 2/11

2. The Vendor agrees to deed to Purchaser the property which is the subject of the contract and which is more particularly described as follows:

The West 188.85 feet of the East 1134.39 feet of that part of the Southeast Quarter of Section 4 Township 34 North, Range 8 West of the Second P. M. lying Northerly of the Northerly right of way of the Chicago and Erie Railroad right of way and except for Lot 18 in Mar-Dar Industrial Park.

3. After the Vendor deeds the property set forth in paragraph 2 above, the Purchaser shall deed to the Vendor the following described parcel in Lake County, Indiana, which shall include part of the land being deeded to the Purchaser from the Vendor and which three lots shall be the subject of the land contract and their legal description shall be substituted for the legal description contained on the first page of said contract:

Lots 3, 4, and 20, except the North 10 feet of Lot 20, Mar-Dar Industrial Park, as per plat thereof, recorded in Plat Book 81, page 51, and re-recorded in Plat Book 81 page 57 in the Office of the Recorder of Lake County, Indiana.

4. The parties further agree that paragraph 11 of the contract shall be amended to read as follows:

"11. RELEASE OF PARCELS.

Before complete payment of the Contract Balance, the Purchaser may request any of the three lots, 3, 4, and 20, to be deeded to them or their designates if the Purchaser is not in default under the terms of this contract at the time of the request, and the Purchaser pays the Vendor a sum equivalent as follows:

First lot - 1/3 of the unpaid Contract Balance;

Second lot - 1/2 of the remaining unpaid Contract Balance;

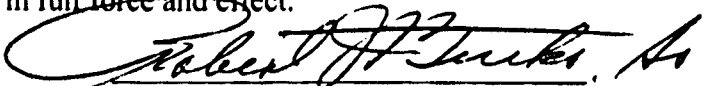
Third lot - the remaining unpaid Contract Balance, plus any accrued interest and any other payments owed to the Vendor by the Purchaser.

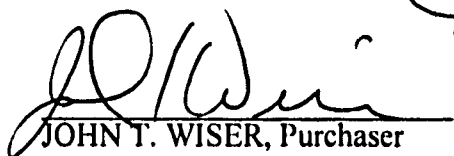
Each parcel deeded shall be deeded to the Purchaser or their designates by Warranty Deed in compliance with the provisions contained in paragraph 14"


5. The parties acknowledge that this amendment is not a separate sale, but is a mere substitution of the property to be held under the contract for property to be released and a change of the form of the legal description of the property.

6. The Purchaser agrees to pay a reasonable attorney fee for Vendor's attorney incurred by the Vendor in amending this contract.

7. That all provisions of the contract of September 8, 1995 not amended by this agreement are to remain in full force and effect.


ROBERT J. BUCKO, SR., Vendor


JOHN T. WISER, Purchaser

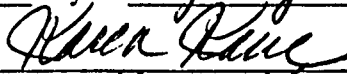

MARLENE S. WISER, Purchaser

VENDOR'S ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared ROBERT J. BUCKO who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notarial Seal this 17th day of July, 1997.


Notary Public KAREN KANE

My Commission Expires: 9/12/99
County of Residence of Notary Public: PORTER

PURCHASER'S ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared JOHN T. WISER and MARLENE S. WISER who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notarial Seal this 17th day of July, 1997.


Notary Public KAREN KANE

My Commission Expires: 9/12/99
County of Residence of Notary Public: PORTER

This instrument prepared by HERMAN BARBER, attorney at law.