

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, RONALD L. PATZ and JUDITH O. PATZ, husband and wife, ("Assignor") hereby transfer, conveys and assigns to LARRY MITCHELL and GAYLE MITCHELL, husband and wife, ("Assignee") all of Assignor's right, title and interest in and to the Contract and the real estate described therein.

The "Contract" is that certain instrument designated "Contract for Conditional Sale of Real Estate" originally made between JOSEPH JERZYK, as seller, and CARL V. GRAVES and MARY A. GRAVES, husband and wife, and RONALD L. PATZ and JUDITH O. PATZ, husband and wife, as buyer, dated November 4, 1989, for the sale and purchase of the following described real estate located in Lake County, Indiana; to-wit:

Lot 16, except the South 60 feet thereof, and except the West 30 feet thereof and also excepting therefrom that part thereof conveyed to Grace V. Walker by deed recorded in Deed Record 797, page 120, Union Addition to the Town of Lowell, as shown in Book "a", page 504, in Lake County, Indiana.

Assignor warrants and represents that

- (a) the principal balance owed on the Contract as of the date of this Assignment of Contract is the sum of Forty-Seven Thousand Six Hundred Eighty Two and 41/100 Dollars (\$47,682.41).
- (b) the Contract is not delinquent or in default,
- (c) interest has been paid to August 15, 1994, and
- (d) all taxes and assessments due before the date of this Assignment of Contract have been paid.

Dated this 27th day of ~~August~~ ^{OCTOBER}, 1994.

This is to certify that this is a true and exact copy of the original instrument.

[Signature]



RONALD L. PATZ

Assignor

JUDITH O. PATZ

Assignor

MORRIS W. CARTER
RECORDER

2002 061025

2002 JUL 12 AM 10:54
FILED FOR RECORDER
STATE OF INDIANA
LAKE COUNTY
JUN 26 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR

30-
H.T.

8857

COUNTY OF Wake

Before me, the undersigned Notary Public, personally appeared Ronald L. Patz and Judith O. Patz, husband and wife, and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 22nd day of October, 1994.

My Commission expires: November 6, 1994

James Beigel
Notary Public

County of Residence: Wake

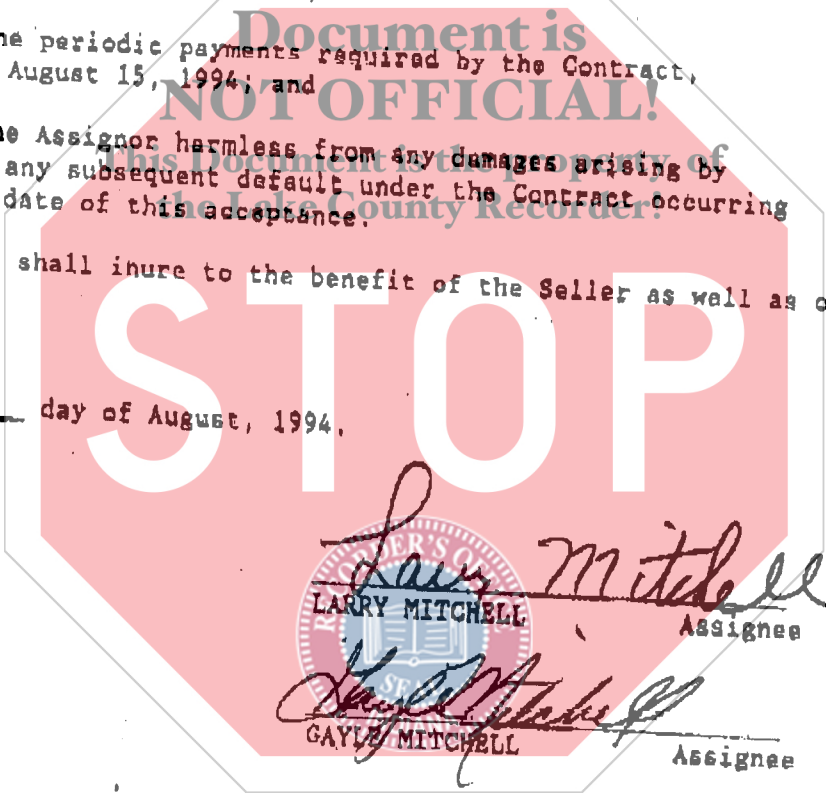
ACCEPTANCE

The undersigned, being the Assignee, hereby accepts the foregoing assignment and agrees

- (1) to be bound by and to perform the terms, conditions and obligations of the Contract identified in the Assignment of Contract above, except as any of such terms, conditions or obligations may be lawfully waived in writing;
- (2) to assume all amounts payable under the Contract as of the date of the Assignment of Contract;
- (3) to make the periodic payments required by the Contract, beginning August 15, 1994; and
- (4) to save the Assignor harmless from any damages arising by reason of any subsequent default under the Contract occurring after the date of this acceptance.

This acceptance shall inure to the benefit of the Seller as well as of the Assignor.

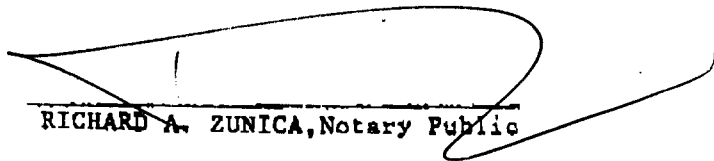
Dated this _____ day of August, 1994.



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, personally appeared Larry Mitchell and Gayle Mitchell, husband and wife, and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 7th day of September, 1994.

My Commission expires:
September 12, 1998

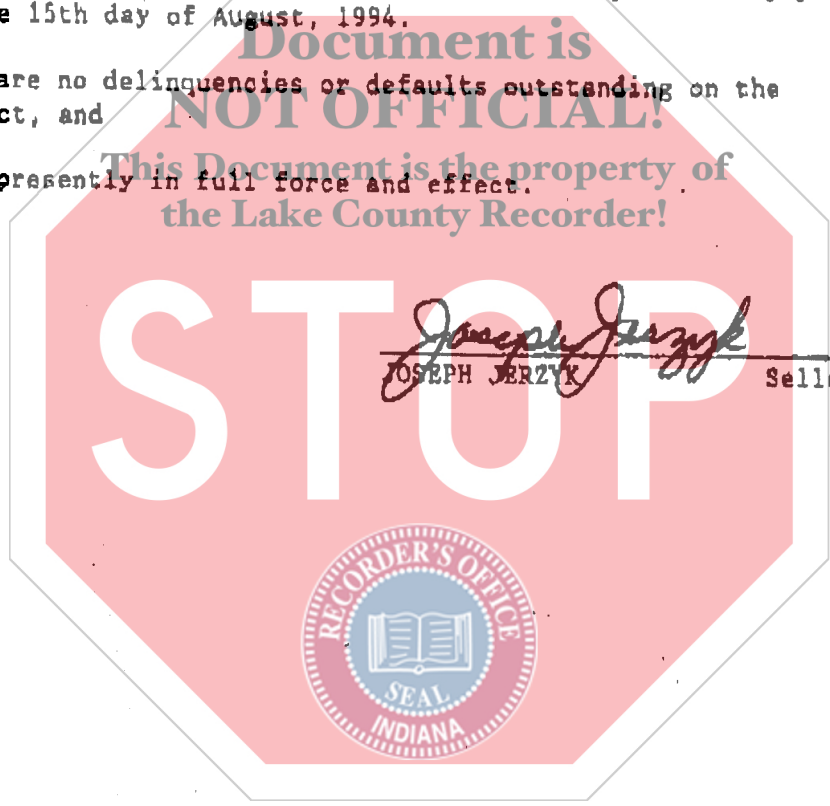

RICHARD A. ZUNICA, Notary Public

County of Residence: Lake

CONSENT

The undersigned, record titleholders of the above described real estate and being the seller in the contract described in the above Assignment of Contract, hereby consents to the foregoing assignment and confirm to and for the benefit of the Assignee that:

- (a) the principal balance owed on the Contract is the sum of Forty Seven Thousand Six Hundred Eighty Two and 41/100 Dollars (\$47,682.41), which is the balance after receipt of the payment due the 15th day of August, 1994.
- (b) there are no delinquencies or defaults outstanding on the Contract, and
- (c) it is presently in full force and effect.

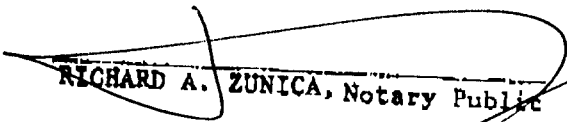


COUNTY OF LAKE)

SS:
)

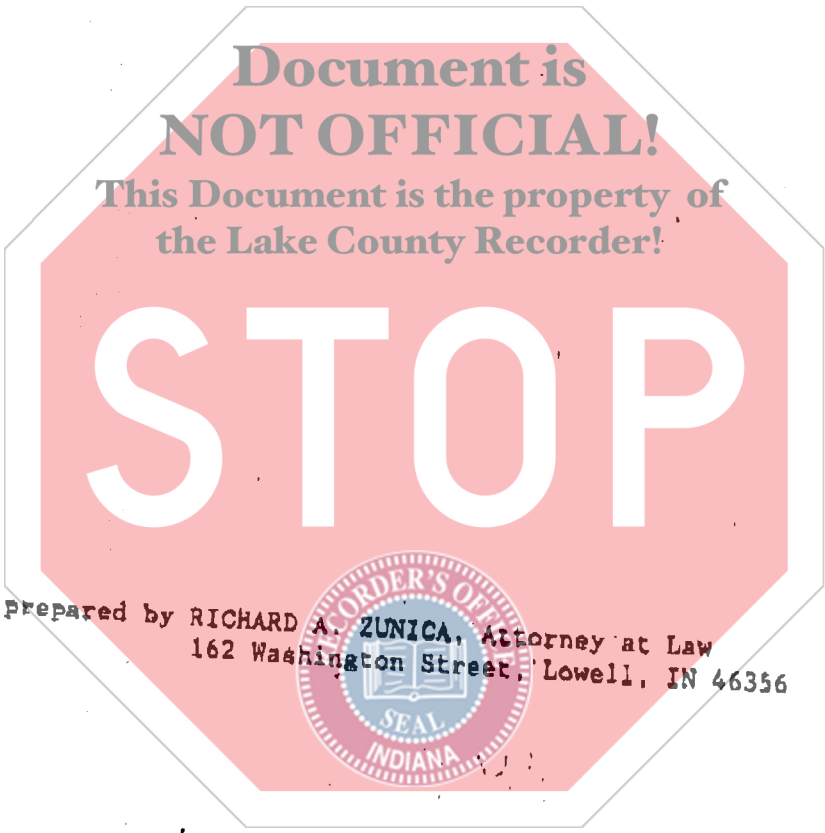
Before me, the undersigned Notary Public, personally appeared Joseph Jerzyk and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 31st day of August, 1994.

My Commission expires:
September 12, 1998


RICHARD A. ZUNICA, Notary Public

County of Residence: Lake

2700Patzcm#13



This instrument prepared by RICHARD A. ZUNICA, Attorney at Law
162 Washington Street, Lowell, IN 46356

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between RONALD L. PATZ and JUDITH O. PATZ, husband and wife, as to an undivided one-half interest, (hereinafter called "Seller") and LARRY MITCHELL and GAYLE MITCHELL, husband and wife, (hereinafter called "Buyer"),

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter located on it) in Lake County, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"):

Parcel 1: Lot 9, Tappan Addition to Lowell, as per plat thereof, recorded in Plat Book 27, page 27, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: That part of Lot 7, in Union Addition to the Town of Lowell, as shown in Miscellaneous Record "A", page 504, in Lake County, Indiana, more particularly described as beginning at the Northeast corner of said Lot 7; thence West on the North line thereof 9 rods 14 1/4 feet more or less to the Southwest corner of Lot 16, in said addition; thence South 4 rods; thence East to the East line of said Lot 7, at a point 4 rods South of the Northeast corner of said Lot 7; thence North 4 rods to the place of beginning.

Parcel 3: Lot 16, except the South 60 feet thereof, and except the West 30 feet thereof and also excepting therefrom that part thereof conveyed to Grace V. Walker by deed recorded in Deed Record 797, page 120, Union Addition to the Town of Lowell, as shown in Book "a", page 504, in Lake County, Indiana.

upon the following covenants, terms and conditions:

**Document is
NOT OFFICIAL!**

The Purchase Price and Manner of Payment

1. The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Twenty Thousand Seven Hundred Fifty and 00/100 Dollars (\$20,750.00).

2. The Manner of Payment. The purchase price shall be paid in the following manner:

(a) The sum of Ten Thousand and 00/100 Dollars (\$10,000.00) was paid by Buyer to Seller at the time of the execution and delivery of this contract, and the receipt of such sum is hereby acknowledged by Seller.

(b) Buyer shall make quarterly payments of principal plus interest beginning November 15, 1994, and each three (3) months thereafter until August 15, 1999, at which time the entire principal balance plus interest remaining shall become due and payable in one lump sum.

(c) The unpaid balance of the purchase price shall bear interest at the rate of five percent (5%) per annum, such interest to be computed quarterly on the 15th day of each quarterly payment upon the principal sum unpaid at the beginning of such period. The amount of interest so found due shall be deducted from the amount of aggregate payments made during the succeeding period and the balance of the aggregate of such payments shall be credited against the principal.

(d) All payments due hereunder shall be made to _____ or at such other place as Seller shall designate in writing.

(e) Buyer shall have a grace period of fifteen (15) days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in a sum equal to five percent (5%) of such installment shall accrue and be immediately due and payable.

(f) Each installment received by Seller shall be applied: first to accrued late charges, then to interest accrued to the due date of such installment, and then to the reduction of the Unpaid Purchase Price.

II

Prepayment of the Purchase Price

Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

III

Taxes, Assessments and Insurance

1. **Taxes.** Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable November 1994 and all installments of taxes due and payable thereafter. Current taxes shall be prorated to the date of this agreement when the same become payable.

2. **Assessments.** Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate.

3. **Penalties.** Buyer agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges.

4. **Insurance.** At all times during the period of this Contract, Buyer shall (a) keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price, and (b) obtain standard liability insurance with coverages in amounts not less than Fifty Thousand Dollars (\$50,000.00) per person and One Hundred Thousand Dollars (\$100,000.00) per occurrence, and (c) pay premiums on such insurance policies as they become due. Such policies of insurance shall be carried with a company or companies approved by Seller. Such policy or policies shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without at least ten (10) days prior written notice to Seller. Buyer shall provide Seller with such proof of insurance coverage as Seller from time to time shall reasonably request. Except as otherwise agreed in writing, any insurance proceeds received as payment for any loss of or damage to the Real Estate covered by such insurance, shall be applied to restoration and repair of the loss or damage in such fashion as Seller reasonably may require, unless such restoration and repair is not economically feasible, or there exists an uncured Event of Default by Buyer under this Contract on the date of receipt of such proceeds. In either of such events, the proceeds may be applied, as Seller's option, toward prepayment of the Unpaid Purchase Price, with any excess to be paid to Buyer.

5. **Seller's Right to Perform Buyer's Covenants.** If Buyer fails to perform any act or to make any payment required of him by this Article III, Seller shall have the right at any time, without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of Seller to perform any act or to make any payment required of Buyer.

The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or make any payment required by him under this Article III.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Seller, either (a) be payable to Seller by Buyer within 30 days after demand, or (b) be added to principal. In any event such payments and such costs and expenses shall bear interest from the respective dates of making payment or incurring costs and expenses.



IV
SEAL
INDIANA

Possession

Seller shall deliver to Buyer full and complete possession of the Real Estate on date of closing.

Evidence of Title

If Buyer is not in default under this contract, Seller will furnish Buyer an owner's title insurance policy disclosing marketable title to the Real Estate to a date which is the earlier of (a) a date (after the date of this contract) specified by Buyer in a notice to Seller or (b) a date 60 days prior to the date the final installment under this contract is due.

A title insurance policy furnished under this contract shall be in the amount of the purchase price and shall be issued by an insurer satisfactory to Buyer.

Any further title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of Seller or by an judicial proceeding affecting the Real Estate shall be borne by Seller.

Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Buyer of all his covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate subject to restriction and easements of record as of a date on or before the date of this contract and all taxes and assessments which are Buyer's obligations.

VI

Assignment of Contract

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller and that no assignment shall operate to relieve either party from liability hereon.

VII

Use of the Real Estate by Buyer, Seller's Right to Inspection and Buyer's Responsibility for Injuries

1. Use. The Real Estate may be rented, leased, or occupied by persons other than Buyer. Buyer may make alterations, changes and additional improvements without the written consent of Seller having first been obtained. Buyer shall use the Real Estate carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, and of the City and County where the Real Estate is situated. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the Real Estate to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. Seller's Right of Inspection. Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

3. Buyer's Responsibility for Accidents. As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate.

VIII

Buyer's Default and Seller's Remedies

1. Time. Time is of the essence of this Contract.
2. Buyer's Default. Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate.
3. Event of Default. The following shall each constitute an Event of Default for purposes of this Contract:
 - (a) Failure by Buyer for a period of thirty (30) days to pay any payment required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.
 - (b) Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract.
 - (c) Causing or permitting by Buyer of the making of any levy, seizure or attachment of the Real Estate or any part thereof.
 - (d) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.

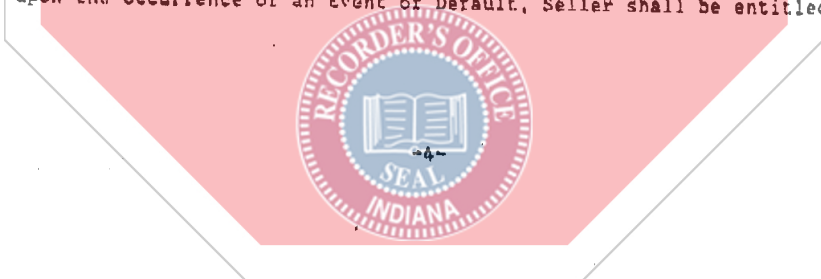
- recovered;
- iii. interest on the Unpaid Purchase Price from the last date to which was paid until judgment or possession is recovered by Seller, whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under ii above;
- iv. due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract;
- v. premiums due and unpaid for insurance which Buyer is obligated to provide under this Contract;
- vi. the reasonable cost of repair of any physical damage or waste to the Real Estate other than damages caused by ordinary wear and tear and acts of God or public authorities; and
- vii. any other amounts which Buyer is obligated to pay under this Contract; or

(b) Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same. When all of such sums are paid to Seller, Seller shall convey or cause to be conveyed to Buyer, by Warranty Deed, the Real Estate subject to restrictions and easements of record as of the date of this Contract and all taxes and assessments which are Buyer's obligation.

(c) In the event Buyer has substantial equity in the Real Estate when an Event of Default occurs, then this Contract shall be considered the same as a promissory note secured by a real estate mortgage, and Seller's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law and Seller may not avail himself of the remedies set forth in Subsection 4(a) or 4(b). If this Subsection is applicable, then Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate. The parties agree that after Buyer has paid twenty percent (20%) of the purchase price (which price means the original purchase price set forth in Article I), then Buyer shall have substantial equity in the Real Estate.

5. Sums Payable. All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisal laws. In addition to any other sum payable by Buyer under this Contract, Buyer shall pay any reasonable expense, including attorney fees, incurred by Seller in connection with the exercise of any right or remedy under this Contract, including the preparation and delivery of any notice as required under this contract whether said notice is sent by the Seller herein or his attorney.

6. Seller's Additional Remedies. In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:



(a) retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy under this Contract), as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payment made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.

(b) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.

(c) Enforce any right without relief from valuation or appraisal laws.

IX

General Agreements of Parties

1. All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties.
2. When applicable, the singular shall apply to the plural and the masculine to the feminine of the neuter.
3. Any notice to be given hereunder shall be deemed sufficiently given when placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box and sent certified mail return receipt requested. All time periods as required under this contract shall begin from date of posting of said notice.
4. Each party is entitled to recover his reasonable attorney fees, costs and expenses incurred by reason of enforcing his rights, hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.
5. The failure or omission of either party to enforce any of his right or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of his rights or remedies upon any subsequent default.

X

Additional Covenants

1. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the Seller, free from all liens and encumbrances except as herein stated, and are included in this sale, without limiting the generality of the foregoing, such fixtures and articles of personal property include all improvements permanently installed and affixed, such as, but not limited to, electrical and/or gas fixtures, heating equipment and all attachments thereto, central air conditioning, built-in kitchen equipment, hot water heaters, incinerators, window shades, curtain rods, drapery poles and fixtures, television antennae, lighting fixtures and their shades, venetian blinds, window screens, screen doors, storm windows, storm doors, linoleum, laundry tubs, well pump, sump pump, pressure tank, water softener (if not rented), awnings, shrubbery, plants, trees, and all articles which are so attached or built-in, the removal of which would leave the premises in an incomplete or unfinished condition as to exterior or interior decoration or external appearance, and shall be delivered in its present condition, free from all liens or encumbrances.
2. Purchaser accepts the property in an "as is" condition.
3. Upon the payment of the sum of Ten Thousand and 00/100 Dollars (\$10,000.00), Seller shall immediately assign to Buyer Parcel 3 and shall execute the necessary documentation to accomplish that assignment.

IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this _____ day of _____, 1994.

BUYER:

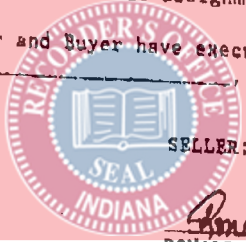
Larry Mitchell
LARRY MITCHELL

Gayle Mitchell
GAYLE MITCHELL

SELLER:

Ronald L. Patz
RONALD L. PATZ

Judith O. Patz
JUDITH O. PATZ



STATE OF INDIANA
COUNTY OF LAKE

}SS:

Before me, a Notary Public in and for said County and State, on this 7th day of September, 1994, personally appeared Larry Mitchell and Gayle Mitchell husband and wife, and acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission expires:
September 12, 1998

County of Residence: Lake

[Signature]
RICHARD A. ZUNICA, NOTARY PUBLIC

STATE OF North Carolina
COUNTY OF Wake

}SS:

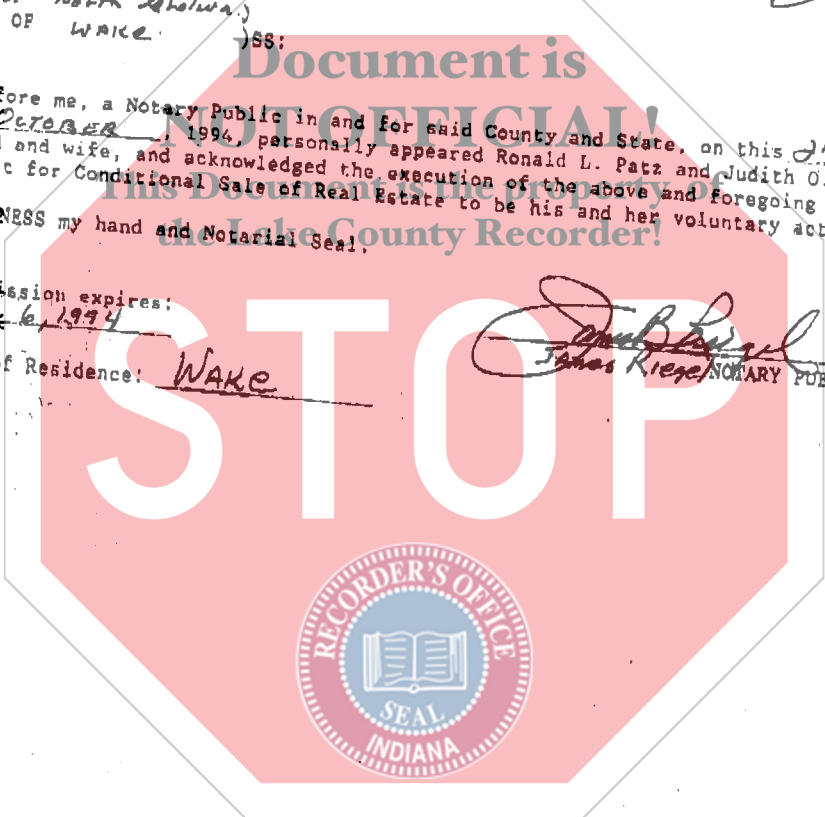
Before me, a Notary Public in and for said County and State, on this 2nd day of OCTOBER, 1994, personally appeared Ronald L. Patz and Judith O. Patz, husband and wife, and acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission expires:
Nov. 6, 1994

County of Residence: Wake

[Signature]
James Kiese, NOTARY PUBLIC



2510Patz/cm#14

Jun 14 2002 08:34AM P17

FAX NO. : 7048466693

FROM : PATZ'S

2510Patz/cm#14

This Instrument was prepared by Richard A. Zunica, Attorney at Law,
162 Washington Street, Lowell, Indiana.

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

