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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 040494

2004 MAY 17 PM 3:24

MORRIS W. CARTER  
RECORDED

# MEMORANDUM OF LAND SALE CONTRACT

On the 13<sup>th</sup> day of May, 2004, Lake County Trust Company as Trustee under a Trust agreement dated April 23, 1984 and known as Trust #3402 as "Seller" and Samuel Fernandez as "Buyer" entered into a contract for the installment sale of the following described real estate located in Lake County, Indiana

The East 1/2 of the West 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 1, Township 35 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, in the City of Griffith, Lake County, Indiana

The terms of the contract call for monthly installment payments beginning on June 1, 2004 and with a final payment of the balance due on or before may 1, 2009.

**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!

**Seller**

Lake County Trust Company as Trustee

By Ronald R. Austgen  
Ronald R. Austgen

**Buyer**

Samuel Fernandez  
Samuel Fernandez

This instrument was prepared by Donald Stepanovich, Attorney at Law #709-45



**FILED**

MAY 17 2004

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

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CS  
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838 Base Ave. Als Plains IL 60116

**AGREEMENT UPON REAL ESTATE CLOSING**

The Lake County Trust Company, as Trustee under a Trust Agreement dated April 23, 1984 and known as Trust #3402 and Ronald R. Austgen (hereinafter referred to collectively as "Seller"), and Samuel Fernandez (herein referred to as "Buyer") have closed on the contract sale of real estate this date and wish to enter into this closing agreement.

1. Ronald R. Austgen personally warrants to Buyer that he has all requisite authority to enter into the contract and into this closing agreement on behalf of the Seller.

2. Seller agrees to provide Buyer at Seller's expense, an Owner's Title Insurance Policy in the amount of \$495,000 insuring title to the real estate when the final balance of the contract is paid in full. The policy shall show no encumbrances on the real estate that would substantially and adversely affect the value and marketability of the real estate.

3. Pay-off of the final balance and delivery of a deed shall be conducted by a title insurance company closing with Seller and Buyer sharing the costs of title company's fee for closing.

4. Any amounts assessed on to the real estate or it's current owner for sewer and drainage use shall be paid by the Seller prior to pay off of the final balance due.

5. Real estate taxes for the year 2002 payable in 2003 shall be paid by Seller. Real estate taxes for 2003 payable in 2004 and thereafter shall be paid by Buyer.

6. Seller agrees to have released of record a certain mortgage on the real estate recorded on October 7, 1988 in the Lake County Recorder's Office.

7. Buyer agrees to provide proof of insurance to Seller in compliance with this contract within five (5) days.

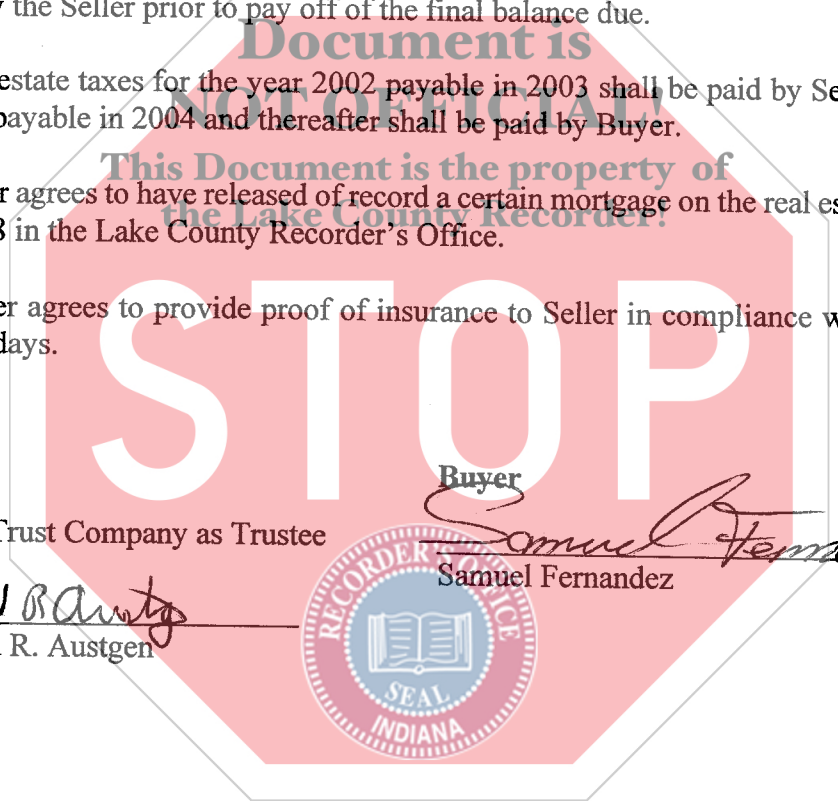
**Seller**

Lake County Trust Company as Trustee

By Ronald R. Austgen  
Ronald R. Austgen

**Buyer**

Samuel Fernandez  
Samuel Fernandez



# Closing Statement

*Sale and Purchase of 1401 East Main St., Griffith, IN*

**Seller:** Lake County Trust Company as Trustee under a Trust agreement dated April 23, 1984 and known as Trust #3402

**Buyer:** Samuel Fernandez

**Date:** May 13, 2004

**Gross Sales Price:** \$495,000

**Buyer Credits:**

Contract for Conditional Sale of Real Estate	\$295,000
Earnest Money paid	\$ 20,000
Security Deposit	\$ 950
Sub-total Buyer's Credits	\$315,950
Contract Price	\$495,000
Less Buyer's Credits	\$315,950
Net Due Seller from Buyer	\$179,050

Closing Statement Approved on this 13<sup>th</sup> day of May, 2004

**Seller**

Lake County Trust Company as Trustee

By Ronald R. Austgen  
Ronald R. Austgen

**Buyer**

Samuel Fernandez  
Samuel Fernandez

