


STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 006223

2005 JAN 27 AM 9:28

MICHAEL J. TOWAN
RECORDER

After Recording Return To: 
William G. Crabtree II
WILLIAM G. CRABTREE II, P.C.
222 Indianapolis Blvd., Ste. 102
Scherverville, IN 46375

AGREEMENT REGARDING REAL ESTATE

THIS AGREEMENT ("Agreement") is made and entered into this 28 day of April, 2004, by and between **JEFFREY MICHAEL PERZ**, a single individual, of Munster, Lake County, Indiana (hereinafter called "**JEFF**") and **DENNIS M. PERZ** and **LUCILLE L. PERZ**, husband and wife, of 1925 Fisher Street, Munster, Lake County, Indiana (hereinafter called "**PARENTS**"), as follows, to wit:

WITNESSETH:
This Document is the property of
the Lake County Recorder!

WHEREAS, Jeff is the purchaser of a condominium in Munster, Lake County, Indiana, which is more particularly described and identified in Exhibit "A" attached hereto and incorporated herein (the "Real Estate"); and,

WHEREAS, the Parents have provided financial assistance to Jeff to enable him to purchase said Real Estate; and,

WHEREAS, Jeff and the Parents desire to reduce to writing their agreements regarding the repayment of the assistance provided to Jeff regarding said Real Estate purchase.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES, Jeff and the Parents do hereby agree as follows:

1. Jeff hereby acknowledges the receipt of the sum of \$105,000.00 from the Parents (the "Financial Assistance"), which sum was used as the down payment for the purchase of the Real Estate.

Handwritten:
OK
5931
15.00
JR

2. Jeff shall be responsible for the payment of all mortgage payments, property owners' assessments, real estate taxes, insurance, utilities and maintenance relating to the Real Estate.

3. In the event of the sale of the Real Estate, then an amount equal to the sum of the (a) the Financial Assistance and (b) a proportionate share of the appreciation of the Real Estate shall be paid to the Parents from the closing on the sale of the Real Estate. For purposes of determining the appreciation, the proportionate share shall be equal to the percentage of the Financial Assistance to the purchase price of the Real Estate.

4. In the event of a default of Jeff to maintain his agreements hereunder, then upon demand of the Parents, Jeff shall deliver to the Parents a Quit-Claim Deed for the Real Estate.

5. This Agreement shall be governed by the laws of the State of Indiana.

6. This Agreement represents the entire agreement between the parties relating to the acquisition of the Real Estate and supercedes any prior written or oral agreements of the parties relating to same.

7. This Agreement may be amended only by a writing signed by all of the parties hereto.

IN WITNESS WHEREOF, Jeffrey Michael Perz, Dennis M. Perz and Lucille L. Perz have executed the foregoing agreement as of the date first above written.


JEFFREY MICHAEL PERZ


DENNIS M. PERZ


LUCILLE L. PERZ

STATE OF INDIANA)

COUNTY OF LAKE)

)SS:



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, **JEFFREY MICHAEL PERZ**, personally known to me to be the same person whose name is subscribed to the foregoing Instrument and personally known to me, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

EXHIBIT "A"
TO
AGREEMENT REGARDING REAL ESTATE

The term "Real Estate" as used in the Agreement shall mean and refer to the following described real estate situated in Lake County, Indiana:

LEGAL DESCRIPTION

*** SEE ATTACHED LEGAL DESCRIPTION ***


Parcel 1: Unit No. 2-C in Building No. 5 in Cambridge Court Condominiums, a Horizontal Property Regime, established under the Declaration of Condominium recorded under Document No. 2003 124289, and also filed in Plat Book 94 page 76 as Document No. 2003 124288 on November 24, 2003, and First Amendment thereto recorded April 19, 2004 as Document No. 2004 031583, in the Office of the Recorder of Lake County, Indiana, together with an undivided interest in the common elements and limited common elements appertaining thereto. Parcel 2: A non-exclusive easement for a driveway and utilities for the benefit of that certain planned unit development in the Town of Munster commonly known as Cambridge Court and Cambridge Center, recorded in Plat Book 93 page 43, created in the Easement for Driveway and Utilities made by and between Northern Indiana Public Service Company, an Indiana corporation, and ATG Development Company, LIC, An Indiana limited liability company, dated March 25, 2003 and recorded April 10, 2003 as Document No. 2003 036833, over and across the following described land: Being a strip of land 66 feet in width and lying 33 feet on each side of the following described center line in the Northeast Quarter of Section 25, Township 36 North, Range 10 West of the 2nd Principal Meridian: Beginning at a Point 40.00 feet South of the North line of said Section 25 and 1138.14 feet West of the East line of said Section 25; thence Southerly parallel to the East line of said Section 25, a distance of 150.00 feet to the point of terminus of said center line all in the Town of Munster, Lake County, Indiana.


APPROVED:


(Jeff)



APPROVED:


(Dennis)


(Lucille)