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**ASSIGNMENT**

This Assignment made this 21st day of June, 2006 between MJM Realty Holdings, Inc., a New York Limited Liability Company, ("Assignor") and MJM Realty II, Inc., a South Carolina corporation, ("Assignee").

1. ASSIGNMENT OF CONTRACT: For valuable consideration received, and in exchange for the covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey and assign to Assignee, and to ITS successors and assigns forever, Assignor's entire right, title and interest, as Seller, in the following described \*contract of sale: \* Said Agreement for Deed attached hereto.

Seller: MJM Realty Holdings, Inc., a New York Limited Liability Company

Buyer: William and Donna Bare

Date: November 15, 2003

Balance: \$ 26,054.12 with the next payment of \$ 293.32 being due June 15, 2006

Legal: Situated in the County of Lake in the State of Indiana and the City of Gary:

The following described real estate in Lake County, in the State of Indiana:

The South two-thirds of the East thirty-three feet of the South Half of the West Half of the Northwest Quarter of the Northwest Quarter of Section 31, Township 36 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana (Hereafter "real estate")

Subject to any and all easements, agreements and restrictions of record.

Address: 4420 W 47<sup>th</sup> ST., Gary, IN 46408  
Tax Map or Parcel ID No.: 01-39-0022-0005

2. ASSIGNOR'S WARRANTIES AND COVENANTS: Assignor warrants that It is the sole owner of the Contract herein assigned, that said Contract is now unencumbered, valid and in full force and effect, and that It has full right to convey the same.

3. POWER OF ATTORNEY: Assignor hereby appoints Assignee Its attorney in fact to demand, receive and enforce payment and to give receipts, releases, satisfactions and deeds and to sue for all sums payable either in the name of Assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this Agreement had not been made.

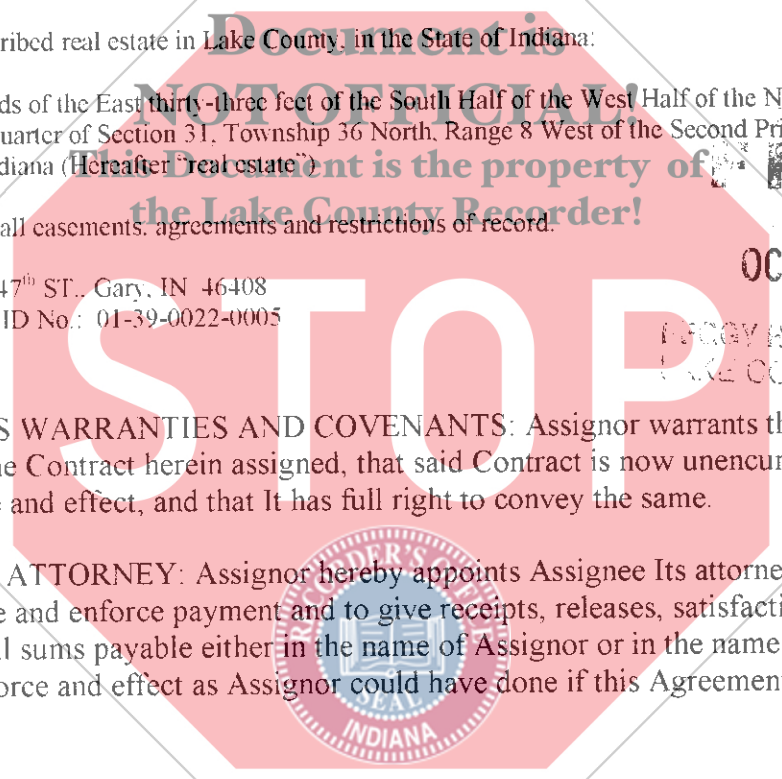
This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs or assigns.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

*Paul M. ...*

→ American Equity

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Signed, Sealed and Delivered  
in the presence of:

MJM Realty Holdings, Inc.  
By:

[Signature]  
Witness 1  
Print Name: Lori F. Corpering

[Signature]  
Jeffrey Schaefer, President

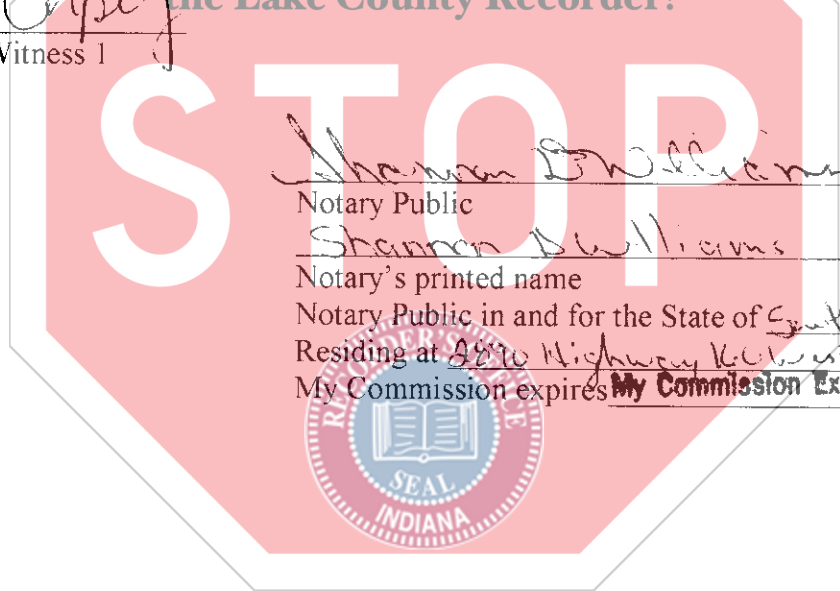
[Signature]  
Witness 2  
Print Name: Sam Spanton

State of South Carolina  
County of York

Before me personally appeared the undersigned witness and made oath that s/he saw the within named Jeffrey Schaefer, President of MJM Realty Holdings, Inc., a New York Limited Liability Company, acting on behalf of the limited liability company sign, seal and as his/her/their act and deed, deliver the within written document for the uses and purposes therein mentioned and that s/he with the other witness above described, witnessed the execution thereof. Sworn to before me this 21<sup>st</sup> day of June, 2006

[Signature]  
Signature of Witness 1

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



[Signature]  
Notary Public  
Shannon Williams  
Notary's printed name  
Notary Public in and for the State of South Carolina  
Residing at 2270 Highway 16 West Fort Mill, SC  
My Commission expires My Commission Expires Aug 7th 2012

**AGREEMENT FOR DEED  
"RENT TO OWN" AGREEMENT**

This Agreement for Deed also known as "Rent to Own" Agreement is entered into on this 15<sup>th</sup> day of NOVEMBER 2003 between MJM REALTY HOLDINGS, INC. hereafter known as "MJM REALTY" and WILLIAM & DONNA BARE Hereafter known as the "PURCHASER".

Witnessed that if the PURCHASER shall first make the payments and perform the covenant(s) hereafter described MJM REALTY hereby covenant(s) and agree(s) to convey and assure to the PURCHASER and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at:

4420 47<sup>TH</sup> AVENUE in the County of LAKE the City of GARY the State INDIANA and further known and described as follows, to wit:

**SEE "PAGE 7" FOR LEGAL DESCRIPTION OF PROPERTY**

And the PURCHASER hereby covenant(s) and agree(s) to pay to MJM REALTY the sum of TWENTY-NINE THOUSAND Dollars and no/cents, (\$29,000.00) in the manner as follows: FIVE HUNDRED Dollars and no/cents (\$500.00) shall be paid at the signing of this agreement and the remaining TWENTY-EIGHT THOUSAND FIVE HUNDRED dollars and no/cents (\$28,500.00) shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of NINE AND 25/100 percent (9.25%) per annum, payable monthly on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year of 2003 and to keep the buildings upon said premises insured by some company satisfactory to MJM REALTY, and payable to the parties, respectively as their interest may appear, in the sum not less than TWO HUNDRED NINETY-THREE Dollars and THIRTY-TWO cents (\$293.32) during the term of this agreement. It is mutually agreed, by and between the parties hereto, that MJM REALTY transfers the said property to the PURCHASER in strictly AS IS, WHERE IS AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WRITTEN OR ORAL. The PURCHASER is solely responsible for bringing the building and premises to

→ MJM Realty Holdings Inc  
P.O. Box 1808  
West Hampton Beach, NY 11978

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10/10/03

a habitable condition within a reasonable period of time not exceeding ~~ONE (1)~~<sup>2</sup> month and maintaining the property in good state of repair during the term of this agreement. MJM REALTY reserves the right to inspect property with or without notice to the PURCHASER.

Assignment

MJM REALTY retains the right to assign and convey his interest in this contract at any time during the lifetime of this agreement.

Late Payments

All payments are due the FIFTEENTH of every month. Payments received after the 25th of the month shall be deemed late and incur a Twenty-Five Dollar (\$25.00) late fee.

Taxes and Assessments

During the term of this contract PURCHASER shall pay all taxes and assessments levied against the property. In the event MJM REALTY pays for any taxes and assessments during the term of the contract PURCHASER shall reimburse MJM REALTY for same upon 30 days notice to the PURCHASER.

Content Insurance

PURCHASER is solely responsible for obtaining insurance on the contents, insuring the contents owned by PURCHASER.

Liability and Hazard Insurance

Liability insurance shall be maintained by the PURCHASER during the term of this contract naming MJM REALTY HOLDINGS, INC. ITS SUCCESSORS &/OR ASSIGNS as additional insured, in an amount not less than TWENTY-NINE THOUSAND DOLLARS and no cents (\$29,000.00). Proof of insurance to be delivered to MJM REALTY at the address provided within Ten (10) days of the execution of this agreement.

Severability

If one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provision of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

WB, RMB

And in case of failure of the PURCHASER to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered in by PURCHASER, this contract, at the option of MJM REALTY be forfeited and terminated, and the PURCHASER shall forfeit all payments made by him/her/them on this contract; and such payments shall be retained by MJM REALTY in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore.

Conversion to "Month to Month" tenancy; upon MJM REALTY exercising his/her right of termination as provided herein, all rights and interests hereby created and then existing in the in the PURCHASER and in all claiming lender the PURCHASER shall holy cease and terminate, and the PURCHASER shall be deemed a "month to month" tenant. The PURCHASER, now known as "Tenant", agrees to surrender the said property to MJM REALTY without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear and tear alone accepted within Thirty (30) days after notice of termination. After termination by MJM REALTY pursuant to this paragraph; the PURCHASER shall pay rent in an amount equal FIVE HUNDRED Dollars and no cents (\$500.00) stated herein and the PURCHASER acknowledges that the MJM REALTY will initiate an action to evict the PURCHASER when any rent payment is more than Thirty (30) days late. In the event the PURCHASER neglects or refuses to surrender such possession it shall be lawful for MJM REALTY to enter upon and take possession of the said property without notice and remove all persons and their personal property. MJM REALTY may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of LAKE County, to evidence the existence of his/hers/their election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded, shall be, as to subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the PURCHASER and the MJM REALTY election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the PURCHASER and all improvements constructed in or upon the said property shall be retained by MJM REALTY as compensation for the use and occupancy thereof by the PURCHASER, consideration for the execution of this Agreement and liquidation damages to MJM REALTY for such default. The provisions made for forfeiture herein are an attempt to estimate the actual damages to MJM

W.B. DMB

REALTY in the event of default by the PURCHASER, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

The PURCHASER acknowledges that upon termination of this agreement by MJM REALTY, the PURCHASER becomes a "month to month" tenant with a monthly rent equal to FIVE HUNDRED Dollars and no/cents (\$500.00)

It is mutually agreed, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties.

In witness whereof, the Parties to these present have hereunto set their hands and seals the day and year first written above.

[Signature]  
Witness  
[Signature]  
MJM Realty Holdings, Inc.

Witness Sworn and subscribed before me on this 3 day of DEC, 2003  
Sworn before me this 3<sup>rd</sup> day of DEC, 2003  
the Lake County Recorder!

NOTARY'S SIGNATURE  
Notary Public for the State of INDIANA  
My commission expires: 2-16-2007 mP (SEAL)

[Signature]  
Witness  
[Signature]  
Witness

[Signature]  
PURCHASER  
[Signature]  
PURCHASER

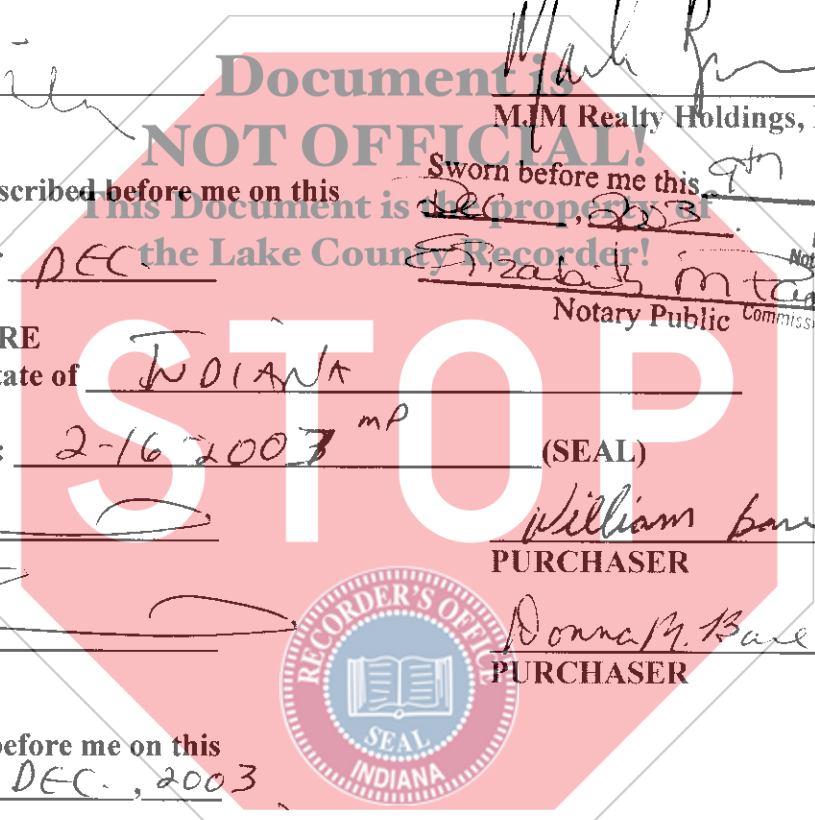
Sworn and subscribed before me on this 3 day of DEC, 2003

Notary Public for the State of INDIANA

My commission expires: 2-16-2007  
(SEAL)

Notary Public for the State of Indiana  
My Commission Expires 02/16/2007 - 4 -

WB, SMB



ELIZABETH M. PANKOWSKI  
Notary Public, State of New York  
Commission Expires July 19, 2006  
Suffolk County

PROMISSORY NOTE

15<sup>TH</sup> Day of NOVEMBER, 2003

\$28,500.00

For value received, the undersigned promises to pay to the order of

SEND PAYMENTS TO: MJM REALTY HOLDINGS, INC.

P.O. BOX 1508



WESTHAMPTON BEACH, NY 11978

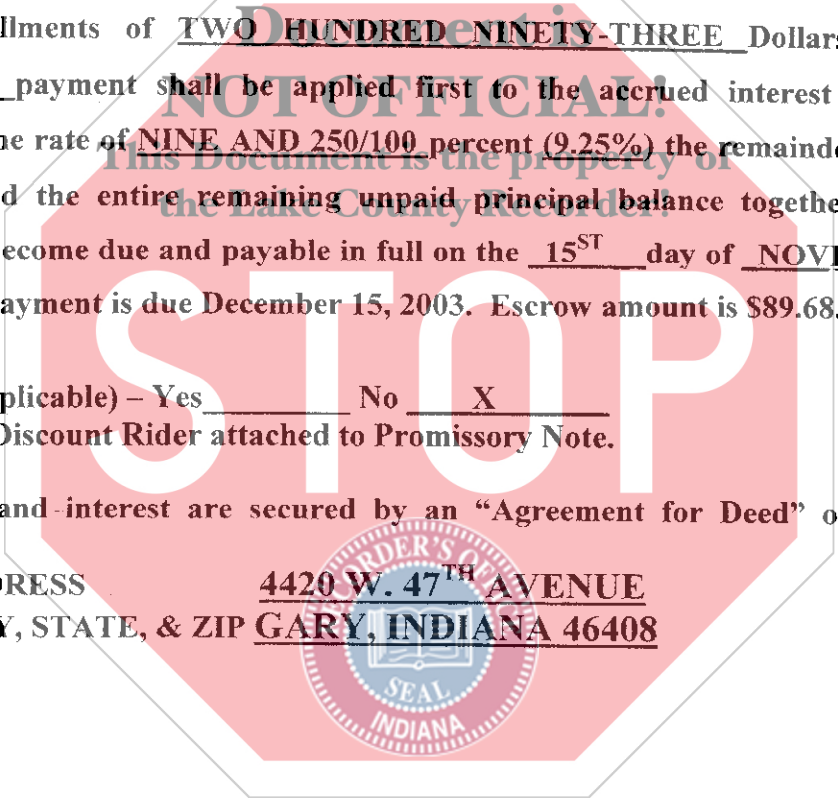
the sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED Dollars & NO/cents (\$28,500.00) as follows;

Bearing interest at the rate of NINE AND 25/100 (9.25%) per annum from date hereof in 180 equal monthly installments of TWO HUNDRED NINETY-THREE Dollars & THIRTY-TWO/cents (\$293.32) payment shall be applied first to the accrued interest on the unpaid principal balance at the rate of NINE AND 25/100 percent (9.25%) the remainder thereof to the principal balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due and payable in full on the 15<sup>ST</sup> day of NOVEMBER, in the year 2018. First payment is due December 15, 2003. Escrow amount is \$89.68.

\*Discount Rider (if applicable) – Yes \_\_\_\_\_ No X  
See Discount Rider attached to Promissory Note.

The note, principal, and interest are secured by an "Agreement for Deed" on the following property:

ADDRESS 4420 W. 47<sup>TH</sup> AVENUE  
CITY, STATE, & ZIP GARY, INDIANA 46408



5-18-03  
w/b, RMB  
1508  
11/10/03

It is specifically agreed that the makers hereof shall have the right of prepayment at any time without the penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided. And that upon failure to make payment or any part thereof, at the time when due, then the unpaid principal balance hereof plus interest shall, at the option of the holder of this note, at once become due and payable. If this note is placed in the hands of an attorney for collection by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder of this note incurs in:

1. Collecting or attempting to collect the indebtedness evidenced by this note.
2. Enforcing the "Agreement for Deed" that secures this note.
3. Protecting the collateral encumbered by the "Agreement for Deed" and/or;
4. Defending or asserting the holder's rights and interests in the said collateral.

All parties hereto, makers endorsers, sureties, Guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice, as to such extension, and against whom recourse is, in such event, expressly reserved.

*[Handwritten Signature]*  
Witness  
*[Handwritten Signature]*  
Witness

*William Bane*  
PURCHASER  
*Donna M. Bane*  
PURCHASER

Sworn and subscribed to before me on

This 3 day of DEC, 2003

Notary Public for the State of INDIANA

Notary Signature *[Handwritten Signature]*

My Commission expires 2-16-2007

(SEAL)

Notary Public  
Indiana  
My Commission Expires 2-16-2007

*WB, DMB*



ATTACHMENT "A" – LEGAL DESCRIPTION

THIS AGREEMENT IS SECURED BY THE PROPERTY LISTED BELOW

BETWEEN MJM REALTY HOLDINGS, INC. AND WILLIAM AND DONNA BARE

STREET ADDRESS: 4220 WEST 47<sup>TH</sup> AVENUE  
GARY, INDIANA 46408



WB, SMB

**"CERTIFICATION"**

I, we the PURCHASER, hereby certify that I/We have been informed by MJM REALTY that it is advisable when entering into an "Agreement for Deed" for real estate to obtain legal advice from an attorney. I/We the PURCHASER have decided not consult an attorney. I/We have made that decision outside the presence of MJM REALTY. I/We further certify this "Certification" was signed outside the presence of MJM REALTY.

[Signature]  
Witness

William Bare  
PURCHASER

[Signature]  
Witness

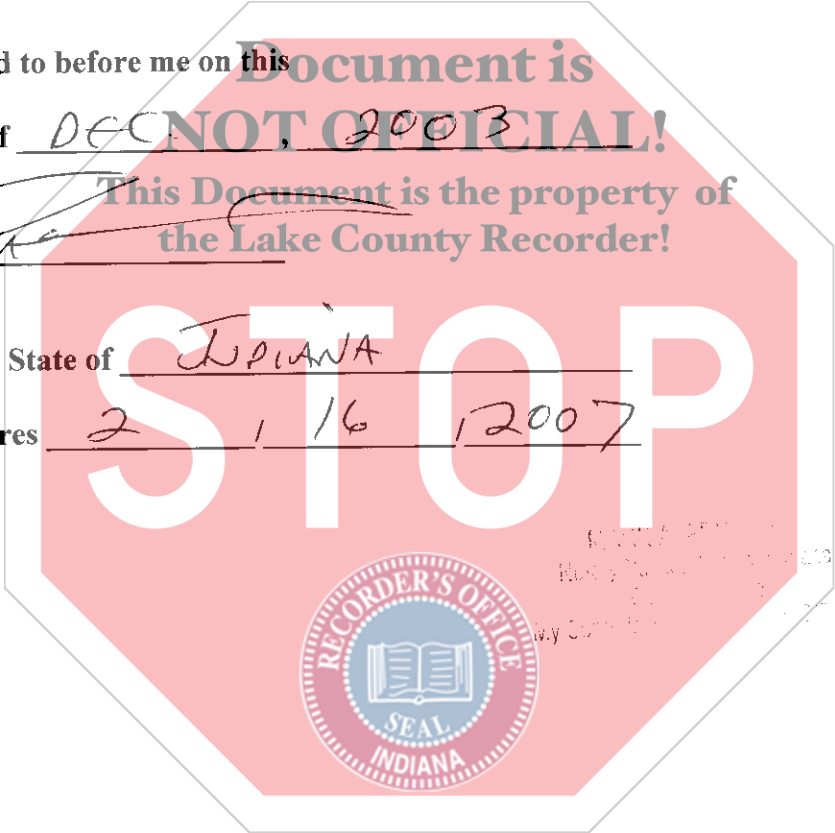
Donna M. Bare  
PURCHASER

Sworn and subscribed to before me on this 3 day of DEC, 2003

[Signature]  
Notary Signature

Notary Public for the State of INDIANA

My Commission expires 2 / 16 / 2007  
(SEAL)



WB, DMB

**LEAD BASED PAINT RIDER**

**RIDER TO "RENT TO OWN" AGREEMENT DATED the 15<sup>TH</sup> day of NOVEMBER, 2003 between the PURCHASER and MJM REALTY for property located at: 4220 WEST 47<sup>TH</sup> AVENUE County of LAKE, City of GARY, State of INDIANA**

**MJM REALTY AND the PURCHASER agree that the following additions and/or modifications are hereby made to the above-referenced Contract.**

- 1. AGREEMENT FOR DEED CONTINGENCY. Pursuant to Federal Regulations, the provisions of this Rider must be satisfied before the PURCHASER is obligated under this Agreement for Deed.**
  
- 2. LEAD WARNING STATEMENT. MJM REALTY, as owners of an interest in residential real property on which a residential dwelling was built prior to 1978, are notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities; reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. MJM REALTY, as owners of an interest in residential real property, are required to provide any PURCHASER with whom MJM REALTY enter into an Agreement for Deed with any information on lead-based paint hazards from risk assessments or inspections in the possession of the MJM REALTY and notify the PURCHASER of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.**

WB, DM B

3. LEAD HAZARD INFORMATION PAMPHLET. MJM REALTY SHALL deliver to the PURCHASER an EPA approved lead-hazard information pamphlet (For example, Protect Your Family From Lead In Your Home). Intact lead-based paint that is in good condition is not necessarily a hazard.

4. MJM REALTY DISCLOSURE. (Check all applicable boxes).

(A) Presence of Lead-Based Paint and/or Lead Based Paint Hazards.

(Check either (1) or (2) below:)

(1) **HAZARDS KNOWN.** Attached hereto is a statement signed by MJM REALTY disclosing the presence of known lead-based paint and/or lead-based hazards at the Property, including but not limited to the basis of the determination that lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.

WB, OMB

(2) **HAZARDS UNKNOWN.** MJM REALTY has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards on the property.

(B) Records and Reports Available to MJM REALTY. (Check either (1) or (2) below.

WB, OMB

(1) **RECORDS PROVIDED.** The following is a list of all records and/or reports available to MJM REALTY pertaining to lead-based paint and/or lead-based paint hazards at the property.

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WB, OMB

The MJM REALTY shall deliver a complete copy of each record and report to the PURCHASER.

WB, DMS ( X ) (2) **NO RECORDS.** The MJM REALTY has no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the Property.

5. **RISK ASSESSMENT.** (Choose either (A) or (B) below.

WB, DMS X ) (A.) PURCHASER hereby waive/waives the opportunity to conduct a lead-based paint hazard risk assessment or inspection.

(        ) (B.) This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards being obtained by the PURCHASER at the expense of the PURCHASER before 5:00 p.m. on the tenth calendar day after full execution of the Contract by all parties (the 'Lead Paint Inspection Period'). If the results of such inspection are unacceptable to the PURCHASER for any reason whatsoever, the PURCHASER shall notify the MJM REALTY of the attorney of the MJM REALTY in writing within two business days after the end of the Lead Paint Inspection Period, together with a copy of the inspection and/or risk assessment report. In such case, either party may cancel the Contract upon written notice to the other party or the other part's attorney. A copy of such notice(s) should be delivered to the real estate brokers. If the notice of unacceptable results by the PURCHASER is not received by the MJM REALTY within two business days after the end of the Lead Paint Inspection Period, this inspection contingency is deemed waived by the PURCHASER. The definitions in Paragraph 1.B and C of Form 1.1 Contract Rider (1995) shall be used to determine whether or not the notice of unacceptable results by the PURCHASER has/have been received by MJM REALTY before the end of the Lead Paint Inspection Period. MJM REALTY will cooperate with the inspection made by the PURCHASER in such fashion as may be reasonably requested by the PURCHASER. The PURCHASER may remove this contingency at any time without cause.

WB, DMS

6. **ACKNOWLEDGMENT BY THE PURCHASER**  
**(Initial and date):**

**Initial                  Date**

WB, DMB 12/3/03 **PURCHASER has/have received copies of all information, records and/or reports set forth in Paragraph 4 of this Rider or attached to this Contract.**

WB, DMB 12/3/03 **PURCHASER has/have received an EPA approved lead hazard information pamphlet.**

WB, DMB 12/3/03 **PURCHASER has/have received a 10-day opportunity (or mutually agreed upon period) or has/have waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.**



WB, DMB

7. CERTIFICATION OF ACCURACY. The undersigned have reviewed the information above and certify to the best of their knowledge, that the statement they have provided is true and accurate.

Signed, sealed and delivered in the presence of:

[Signature]  
WITNESS

William bore  
PURCHASER

[Signature]  
WITNESS

Donna M. Bore  
PURCHASER

SWORN and subscribed to before me

This 3 day of DEC., 2003

Notary's Signature [Signature]

Notary for the State of INDIANA

My commission expires: 2-16-2007  
(SEAL)



[Signature]  
WITNESS

William bore  
PURCHASER

[Signature]  
WITNESS

Donna M Bore  
PURCHASER

SWORN and subscribed to before me

This 3 day of DEC., 2003

Notary's Signature [Signature]

Notary for the State of INDIANA

My commission expires: 2-16-2007  
(SEAL)

*[Faint notary text]*

WB, MBS