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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

RIGHT OF FIRST REFUSAL

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THIS RIGHT OF FIRST REFUSAL is given EFFECTIVE the 15 day of December, 2011, by the JAMES N. DOFFIN, SR. TRUST and the NORAL DOFFIN TRUST, both of Lake County, Indiana, (collectively hereafter referred to as "Owner"), to RICHARD M. HICKEY, (hereafter referred to as "Buyer").

CHICAGO TITLE INSURANCE COMPANY

WHEREAS, in consideration of ten dollars (\$10.00) and other good and valuable consideration; and,

WHEREAS, the Owner and Buyer have agreed that Buyer shall have a right of first refusal in the event the Owner attempts to sell the property.

IT IS AGREED AS FOLLOWS:

1. **Grant; Description of Property.** For valuable consideration, and subject to the conditions set forth below, Owner hereby grants to Buyer the right of first refusal with respect to any sale of all or any part of the following real property (the "Property") owned by Owner in Lake County, Indiana, to wit:

That part of the Southeast Quarter of the Northwest Quarter of Section 25, Township 33 North, Range 10 West of the 2nd Principal Meridian, in Lake County, Indiana, lying Easterly of the center line of West Creek and Northerly of the center line of the public highway.

and having parcel number 45-18-25-100-007.000-037, together with all appurtenances thereto and all improvements thereon.

This right of first refusal shall remain in effect and be enforceable against Owner's transferee, heirs, successors and assigns to the same extent as it would be enforceable against Owner.

2. **Notice of Acceptable Offer.** If at any time or times during the term of this right of first refusal, Owner receives an offer acceptable to Owner for the purchase of all or any part of the Property, then, Owner shall forthwith forward a copy of such offer (the "Acceptable Offer") to Buyer.

3. **Exercise by Buyer.** Buyer shall have a period of ten (10) days after receiving such copy of the Acceptable Offer within which to notify Owner that Buyer elects to purchase the Property (or the portion thereof covered by the Acceptable Offer) on the terms contained therein. Any such notice from Buyer shall be accompanied by any earnest money required

AMOUNT \$ _____
CASH _____ CHARGE CT
CHECK # _____
OVERAGE _____
COPY _____
NON-COM _____
CLERK _____ AD

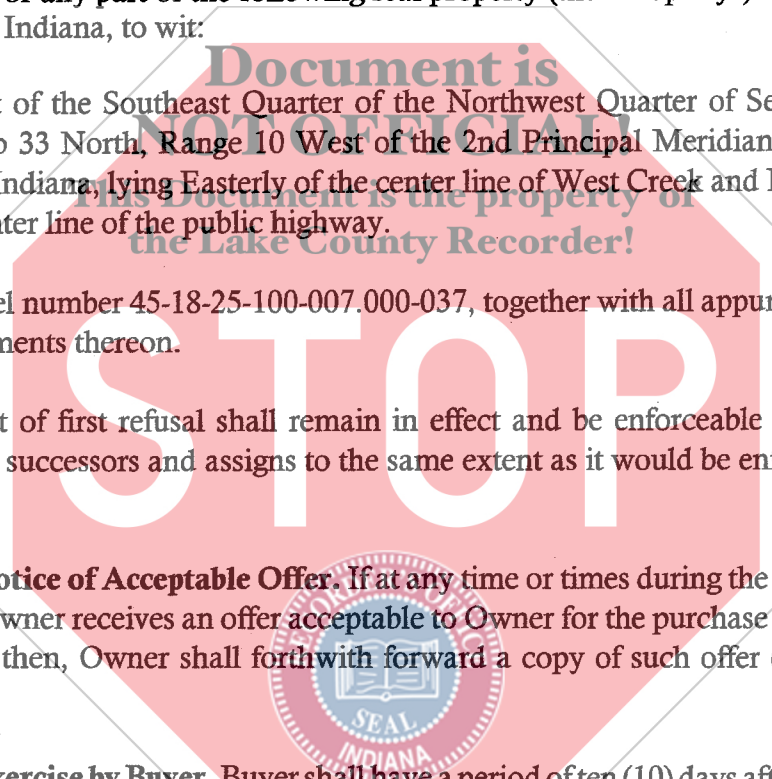
Page 1 of 4

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR




under the terms of the Acceptable Offer, which shall then constitute a contract between Owner and Buyer even though both parties are not signators thereto.

4. **Waiver by Buyer.** If Buyer does not notify Owner within the 10-day period mentioned in the preceding paragraph of Buyer's election to purchase such property, Owner shall be free to sell such property to the person who submitted the Acceptable Offer (or to such person's permitted assigns) on the terms specified therein, and Buyer shall upon request execute and deliver an instrument in recordable form appropriate to evidence Buyer's relinquishment of its rights under this instrument with respect to such transaction. Notwithstanding any such relinquishment, Buyer's rights under this instrument shall remain in effect with respect to any part of the Property not covered by the Acceptable Offer. Additionally, Buyer's rights under this instrument shall remain in effect with respect to any subsequent offer to purchase all or any part of the Property covered by such Acceptable offer if the transaction contemplated by the Acceptable Offer fails for any reason to close.

5. **Term.** The term of this right of first refusal shall extend for a period not exceeding 20 years from the date hereof.

6. **Notices.** Any notice required or permitted to be given under this right of first refusal shall be in writing and shall be deemed given upon personal delivery or on the second business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at its address stated below:

SELLER:
James N. and Nora L. Doffin
7999 Howard Street
Dyer, IN 46311

BUYER:
Richard M. Hickey


Either party may change its address for notices by notice to the other party as provided above.

7. **Binding Effect.** The provisions of this instrument shall bind and benefit Owner and Buyer and their respective successors and assigns.

8. **Recording.** This document shall be recorded in the Office of the Recorder of

Lake County, Indiana.

IN WITNESS WHEREOF, Owner has executed this right of first refusal on the date set forth in its acknowledgement, intending it to take effect as of the date first mentioned above.

JAMES N. DOFFIN, SR. TRUST of Lake County, State of Indiana, Owner

James N. Doffin, Sr. - Trustee

By: James N. Doffin, Sr., Trustee

NORA L. DOFFIN TRUST of Lake County, State of Indiana, Owner

Nora L. Doffin - Trustee

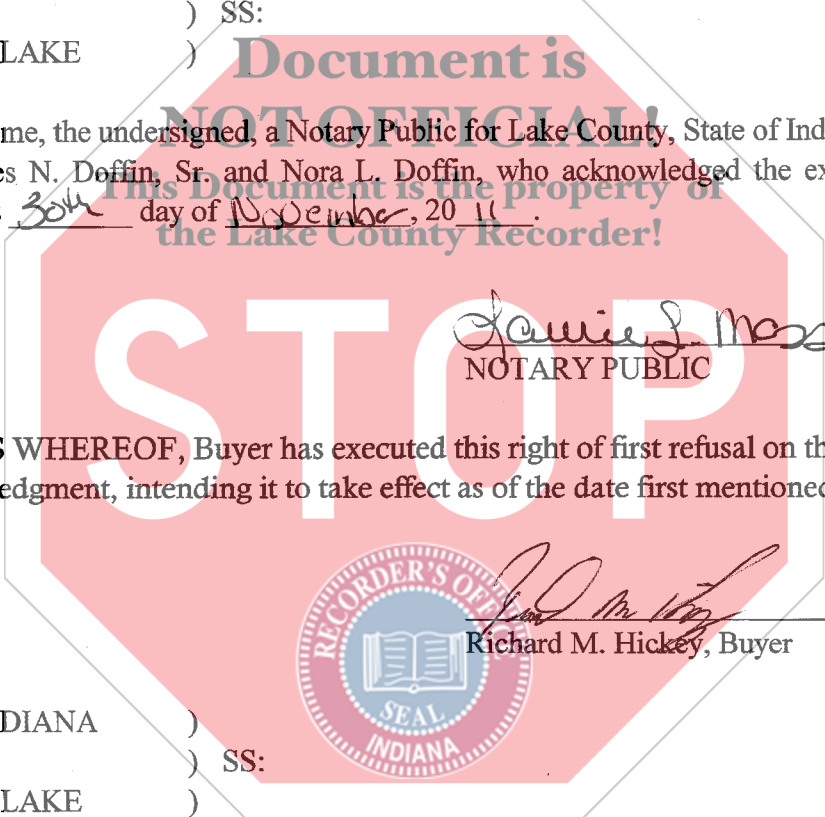
By: Nora L. Doffin, Trustee

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared James N. Doffin, Sr. and Nora L. Doffin, who acknowledged the execution of this instrument this 30th day of November, 20 11.



Jamie J. Moss
NOTARY PUBLIC

IN WITNESS WHEREOF, Buyer has executed this right of first refusal on the date set forth in its acknowledgment, intending it to take effect as of the date first mentioned above.

Richard M. Hickey
Richard M. Hickey, Buyer

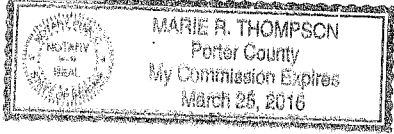
STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared Richard M. Hickey, who acknowledged the execution of this instrument this 15 day

of Dec, 2011.



Marie R. Thompson
NOTARY PUBLIC

Affirmation Statement:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Marie Thompson

