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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 DEC 18 AM 10:08

MICHAEL B. BROWN  
RECORDER

RETURN TO: Rhett L. Tauber, Esq.  
Tauber Law Offices  
1415 Eagle Ridge Drive  
Scherverville, Indiana 46375

### ASSIGNMENT

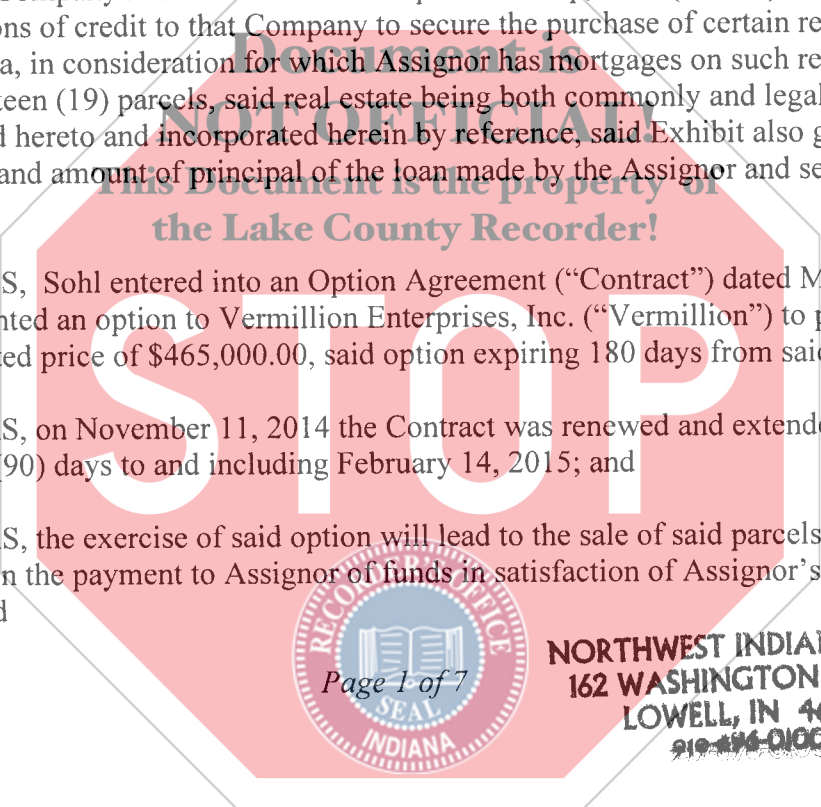
THIS ASSIGNMENT is made on this 16<sup>TH</sup> day of December, 2014 by and between WILLIAM C. HAAK (hereinafter referred to as "Assignor") and DUNELAND HOLDINGS, LLC, an Indiana limited liability company, and DUNELAND SAND ENTERPRISES, LLC, an Indiana limited liability company, by and through David B. Lasco, Managing Member (hereinafter individually, jointly and severally, "Assignee").

WHEREAS, Assignor owns an undivided one-half membership interest in an Indiana Limited Liability Company known as Sohl Development Group, LLC ("Sohl"), and made certain loans and extensions of credit to that Company to secure the purchase of certain real estate in Hammond, Indiana, in consideration for which Assignor has mortgages on such real estate, consisting of nineteen (19) parcels, said real estate being both commonly and legally described in Exhibit A attached hereto and incorporated herein by reference, said Exhibit also giving the property Number and amount of principal of the loan made by the Assignor and secured by said mortgages; and

WHEREAS, Sohl entered into an Option Agreement ("Contract") dated May 19, 2014 whereby Sohl granted an option to Vermillion Enterprises, Inc. ("Vermillion") to purchase said real estate at a stated price of \$465,000.00, said option expiring 180 days from said date; and

WHEREAS, on November 11, 2014 the Contract was renewed and extended for an additional ninety (90) days to and including February 14, 2015; and

WHEREAS, the exercise of said option will lead to the sale of said parcels of real estate, which will result in the payment to Assignor of funds in satisfaction of Assignor's mortgages on the real estate; and



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WHEREAS, the Assignor desires to assign to Assignee all of the payments to which he may become entitled upon the closings of sale of said parcels of real estate, this assignment being given as additional collateral to secure that Agreement for Installment Purchase and Sale of Real and Personal Property executed by Duneland Holdings, LLC and Duneland Sand Enterprises, LLC as Seller and Duneland Materials, LLC as Buyer on or about November 7, 2014 (the "Installment Purchase Agreement") and as subsequently amended; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, and intending themselves to be legally bound, Assignor and Assignee agree as follows:

1 Assignor hereby assigns to Assignee all of his right, title, and interest, in and to any and all payments to be made to him or for his benefit from the sale of the real estate referred to above by reason of the exercise of the above-identified Option Agreement. Assignor expressly retains all obligations under said sale and the Option Agreement.

2. Assignee hereby accepts the assignment of such payments, and agrees to apply same to any and all amounts due or to become due to Assignee under the Installment Purchase Agreement.

3. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys fees and other costs of defense and damages, resulting from any failure, in whole or in part, of the Assignor to perform or discharge any duty owed or to keep any covenant binding upon Assignor to keep under said Option Agreement, as extended, or in connection with the purchase of real estate resulting therefrom.

4. Assignor shall execute any and all documents, or perform any act necessary to obtain enforcement of this assignment by any person or organization responsible for the closing and distribution of funds from said real estate sale pursuant to the exercise of said Option Agreement, as renewed.

5. This Assignment shall apply to any subsequent renewal of the Option Agreement, or any subsequent sale of the real estate, whether pursuant to said Option Agreement or not, as long as any amounts are due to the Assignee on the Installment Purchase Agreement, but only to the extent of such amounts due.

6. This Assignment is governed by the laws of the state of Indiana, without regard to Indiana's conflict or choice of law provisions. The assignee may enforce this Assignment through any available remedy, in law or in equity, and the prevailing party, in any litigation with respect to this Assignment, may recover reasonable attorney fees, court costs and expenses of litigation.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written.

*William C. Haak*  
WILLIAM C. HAAK ("Assignor")

STATE OF INDIANA                    )  
  ) ss:  
LAKE COUNTY                         )

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared WILLIAM C. HAAK, a person known to me, Assignor in the foregoing instrument, who, acknowledged execution of same in said capacity as his free and voluntary act, for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and Notarial Seal on this 16<sup>th</sup> day of December, 2014.

*Annette M Weiner*  
Notary Public

Annette M Weiner  
Name Printed

My Commission Expires: 1/22/16  
County of Residence: Lake



“Assignee:”

DUNELAND HOLDINGS, LLC, an Indiana  
Limited Liability Company

BY:   
DAVID B. LASCO, Managing Member

DUNELAND SAND ENTERPRISES, LLC, an  
Indiana Limited Liability Company (“Seller”)

BY:   
DAVID B. LASCO, Managing Member



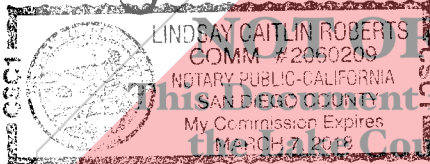
*ASSIGNEE SIGNATURE PAGE TO CLOSING ASSIGNMENT*

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN DIEGO )

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared DAVID B. LASCO, a person known to me, as Managing Member of Duneland Holdings, LLC and Duneland Sand Enterprises, LLC, Assignee in the foregoing instrument, who, acknowledged execution of same in said capacity as his free and voluntary act, for the uses and purposes stated therein.

16<sup>th</sup> IN WITNESS WHEREOF, I have affixed my signature and Notarial Seal on this day of December, 2014.

Lindsay Roberts  
Notary Public  
Name Printed Lindsay Roberts My Commission Expires: 03/07/2018  
County of Residence: SAN DIEGO



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. (Anthony DeBonis, Jr., Esq.)



*This instrument prepared by Anthony DeBonis, Jr., Hobart City Attorney,  
ANTHONY DeBONIS, JR. & ASSOCIATES ATTORNEYS AT LAW, LLC  
214 Main Street, Hobart, Indiana 46342  
Telephone (219) 940-9963, Facsimile (219) 940-9965*

**EXHIBIT A**

**Address:** Vacant Land (Lot E)  
**Legal Description:** Replat of Douglas Pointe Parcel E Subdivision Areas in the City of Hammond  
204,520 Square Feet – Acres 4.695  
**Property Tax ID#:** 45-02-36-454014000-023

**Address:** 457 Hyles Blvd., Hammond, Indiana  
**Legal Description:** Sohl Avenue Villas Lot 13  
**Property Tax ID#:** 45-02-36-453-016.000-023  
**Amount:** \$6,500

**Address:** 455 Hyles Blvd., Hammond, Indiana  
**Legal Description:** Sohl Avenue Villas Lot 14  
**Property Tax ID#:** 45-02-36-453-017.000-023  
**Amount:** \$6,500

**Address:** 451 Hyles Blvd., Hammond, Indiana  
**Legal Description:** Sohl Avenue Villas Lot 15  
**Property Tax ID#:** 45-02-36-453-018.000-023  
**Amount:** \$6,500

**Address:** 449 Hyles Blvd., Hammond, Indiana  
**Legal Description:** Sohl Avenue Villas Lot 16  
**Property Tax ID#:** 45-02-36-453-019.000-023  
**Amount:** \$6,500

**Address:** 445 Hyles Blvd., Hammond, Indiana  
**Legal Description:** Sohl Avenue Villas Lot 17  
**Property Tax ID#:** 45-02-36-453-020.000-023  
**Amount:** \$6,500

**Address:** 443 Hyles Blvd., Hammond, Indiana  
**Legal Description:** Sohl Avenue Villas Lot 18  
**Property Tax ID#:** 45-02-36-453-021.000-023  
**Amount:** \$6,500

**Address:** 5639 Hyles Blvd., Hammond, Indiana  
**Legal Description:** Sohl Avenue Villas Lot 19  
**Property Tax ID#:** 45-02-36-453-022.000-023  
**Amount:** \$6,500

Address: 5637 Hyles Blvd., Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 20  
Property Tax ID#: 45-02-36-453-023.000-023  
Amount: \$6,500

Address: 5633 Hyles Blvd., Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 21  
Property Tax ID#: 45-02-36-453-024.000-023  
Amount: \$6,500

Address: 5631 Hyles Blvd., Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 22  
Property Tax ID#: 45-02-36-453-025.000-023  
Amount: \$6,500

Address: 5627 Hyles Blvd., Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 23  
Property Tax ID#: 45-02-36-453-026.000-023  
Amount: \$6,500

Address: 5625 Hyles Blvd., Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 24  
Property Tax ID#: 45-02-36-453-027.000-023  
Amount: \$6,500

Address: 5621 Hyles Blvd., Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 25  
Property Tax ID#: 45-02-36-453-028.000-023  
Amount: \$6,500

Address: 5619 Hyles Blvd., Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 26  
Property Tax ID#: 45-02-36-453-029.000-023  
Amount: \$6,500

Common Address: 5554 Pointe Drive, Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 1  
Property Tax ID#: 45-02-36-453-004.000-023  
Amount: \$25,000

Common Address: 5636 Pointe Drive, Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 12  
Property Tax ID#: 45-02-36-453-015.000-023  
Amount: \$25,000

Common Address: 5628 Pointe Drive, Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 9  
Property Tax ID#: 45-02-36-453-012.000-023  
Amount: \$150,000

Common Address: 5634 Pointe Drive, Hammond, Indiana  
Legal Description: Sohl Avenue Villas Lot 11  
Property Tax ID#: 45-02-36-453-014.000-023  
Amount: \$150,000

