

**Filed in Clerk's Office**

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AUG 20 2010

CCS ENTRY FORM  
IN THE LAKE CIRCUIT COURT - PROBATE COMMISSIONER  
SITTING AT CROWN POINT, INDIANA

CAUSE NO.: 45C01-0807-EU-00188

CAPTION: ESTATE OF ROBERT P. BOLIN

*Michael A. Brown*  
CLERK LAKE CIRCUIT COURT

The activity of the Court should be summarized as follows on the Chronological Case Summary (CCS):

David Bolin, by counsel, files: Objection to Petition for Allowance of Fees to Personal Representative and Attorney.

Submitting Attorney: LAW OFFICE OF WEISS & SCHMIDGALL, P.C.  
Our File No.: 11009  
Six W. 73rd Avenue  
Merrillville, Indiana 46410  
(219) 736-5297

BY: *Shaun T. Olsen*  
SHAUN T OLSEN

Opposing Party: J. Brian Hittinger, 833 W. Lincoln Hwy., Ste. 410W, Schererville, IN 46375

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This CCS Entry Form shall be:

- Placed in the Case File
- Discarded after entry on the CCS
- Mailed to all counsel by: \_\_\_\_\_ Counsel \_\_\_\_\_ Clerk \_\_\_\_\_ Court
- There is no attached Order; or
- The attached Order shall be placed in the RJO Yes[ ] No[ ]

Date: \_\_\_\_\_ Approved: \_\_\_\_\_  
Magistrate / Judge

**CERTIFICATE OF SERVICE**

I certify that on August 19, 2010 service of a true and complete copy of the above and foregoing pleading or paper was made upon each party or attorney of record herein by depositing the same in the United States mail in envelopes properly addressed to each of them and with sufficient first class postage affixed.

BY: *Shaun T. Olsen*

Filed in Clerk's Office

STATE OF INDIANA )

COUNTY OF LAKE )

IN THE MATTER OF  
ROBERT P. BOLIN,  
Deceased. )

AUG 20 2010

ss:  
*Michael K. Brown*  
CLERK LAKE CIRCUIT COURT

IN THE CIRCUIT COURT OF LAKE COUNTY  
PROBATE DIVISION  
SITTING AT CROWN POINT, INDIANA

Cause No.: 45C01-0807-EU-00188

**OBJECTION TO PETITION FOR ALLOWANCE OF FEES  
TO PERSONAL REPRESENTATIVE AND ATTORNEY**

DAVID BOLIN, by counsel, asserts the following objections to the Petition for the Allowance of Fees to the Personal Representative and the Attorney for the Estate (Krieg DeVault LLP) in this matter, to wit:

1. **No Contract for the Provision of Attorneys Fees has been Provided.**
2. As of the filing of the Petition on August 10, 2010, the Personal Representative asserts that the attorney for the estate is due some \$16,888.64 for over eighty (80) hours worth of service.
3. However, despite requests, the Personal Representative and her attorney have not yet provided a copy of the attorney fee contract for the Attorney's services in this matter.
4. If there is a contract for the provision of legal services, that would be pertinent information applicable to the determination of the appropriate amount for such services and without out it, it is hard to gauge if the billings are accurate - especially in a situation where the Personal Representative client is not, and has not, personally paid any of the bills at any point in time.
5. **It is believed that such a n agreement exists as the Attorney for the estate prepared and billed to the estate on April 9, 2008 time for "Preparation of draft of proposed fee engagement letter." April 9, 2008 entry to Defendant's Exhibit A' to Verified Petition for Fees.**
6. **This is especially relevant as attorney for the estate has incorporated into its fee request itemization significant amounts of fees for non-attorneys billable at \$125.00.**
7. **Notably, some 35.25 hours, or 43% of the time spent by Attorneys firm on this matter was done by non-attorneys amounting to \$4,406.25 worth of billing pertaining solely to non-attorney Laura Trznadel.**

8. Further, the attorney of record for the estate originally billed the sum of \$245 per hour, which escalated to \$270 per hour as of the April 15, 2009 billing, then again escalated to \$285 per hour as to the March 1, 2010 billing.

9. **Hours Claimed Prior to Filing the Petition are Excessive**

10. As reflected by the billing entries from April 7, 2008 through July 15, 2008, some 7.5 hours, or \$1,837.65 worth of time was logged, and billed, even before the Estate was opened.

12. Of that time, 4.0 hours, or \$980.08 was involved in preparing the Petitions and other paperwork necessary to open the Estate. See April 9, 2008, June 16, 2008, and June 17, 2008.

13. 1 hour of time, or \$245.02, was logged and billed on June 17, 2008 for parts of the paperwork necessary to open an estate after that paperwork had been previously 'finalized.' See June 16, 2008.

14. The paperwork involved in opening the Estate in this, like virtually every other case, is not particularly difficult and is contained in any number of Treatises or ICLEF publications and is essentially ministerial work.

15. The total amount of time spent to these activities is well beyond excessive in the normal scope of opening an estate - particularly when there was no rush to complete the same as reflected in the span of over three (3) months passing from initial intake to filing the petition.

16. **Hours Claimed in Preparing Contract to Sell Property are Excessive.**

17. In reviewing the history of the attempts to sell the Real Estate of the Estate to David Bolin, then Sheryl Stapinski, the fee petition's records disclosed the following dates and times a purchase agreement was drafted or altered regarding the same:

a.	April 27, 2009	-	1.00 hour	(\$270.03)
b.	May 4, 2009	-	2.00 hours	(\$250.03)
c.	June 18, 2009	-	2.00 hours	(\$250.03)
d.	August 13, 2009	-	1.00 hour	(\$125.02)
e.	August 17, 2009	-	0.50 hours	(\$ 62.50)
f.	August 18, 2009	-	0.50 hours	(\$ 62.50)
g.	August 18, 2009	-	1.00 hour	(\$270.03)

18. All of the foregoing reflects \$1,290.14 in time between the attorney of record for the Estate and the non-attorney assisting with the file.
19. As indicated at the hearing on the Petition to Settle the Revised Accounting, the Personal Representative indicated that the same offer made to David Bolin was made to Sheryl Stapinski.
20. If that were the case, there is no need or explication for \$520.05 of the charges associated with the changes to the purchase agreement as they are substantially the same.
21. Notably, the 'revised' contract tendered to David Bolin is substantially similar - and only different in two areas - from the contract to Sheryl Stapinski, which are attached hereto as Exhibits A & B.
22. **Most of the Fees for the 'Contested' Hearing on October 6, 2009 on the Petition to Sell Real Estate are Unwarranted.**
23. A curious billing entry is on October 6, 2009 where the attorney of record for the estate billed for 4 hours, or \$1,080.08, for a "contested" hearing on the Petition to Sell Real Estate.
24. As indicated in the hearing on the final accounting by the attorney of record for the estate, there was no objection to the Petition.
25. For that matter, the attorney of record for the estate was the only party present for the hearing.
26. Therefore, it is difficult to understand what "evidence was submitted" and/or why the proposed order was modified prior to entry.
27. While some billing for the attendance at the hearing may be appropriate, nowhere near the entire \$1,080.08 is appropriate.
28. **The Billing for Preparation of the First Final Account is Extraordinary.**
29. In reviewing the history of the attempts to file the Initial Final Account in this matter, the following billing entries are found:
- |    |                   |   |            |              |
|----|-------------------|---|------------|--------------|
| a. | November 10, 2009 | - | 1.00 hour  | (\$270.03)   |
| b. | November 11, 2009 | - | 1.00 hour  | (\$270.03)   |
| c. | January 25, 2010  | - | 1.75 hours | (\$218.75)   |
| d. | March 1, 2010     | - | 8.10 hours | (\$2,308.68) |
| e. | March 5, 2010     | - | 1.75 hours | (\$218.78)   |
| f. | March 8, 2010     | - | 1.00 hour  | (\$125.01)   |
| g. | April 9, 2010     | - | 1.25 hours | (\$156.27)   |

h. April 13 2010 - 0.50 hours (\$ 62.50)

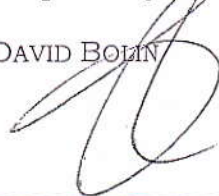
30. Thus, the initial attempt to file a final account cost alone some \$3,630.05 over 16.35 hours.
31. As noted, the initial Final Accounting did not comply with the statutes governing the filing of receipts and contracts with the account nor include an affidavit regarding the availability of the same as allowed by local rule.
32. More troublesome, almost all of the accounting information was already produced and published via the Inventory filed by the Estate of September 29, 2009 and there is very little, if any, difference other than the inclusion of fees for the attorney of record and other minor credits added for receipts following the sale of the home.
33. Why this project took over one day on one occasion and over two days in total is difficult to ascertain given that the Petition to Settle the Account itself is again formbook based and ministerial in nature.
34. **The Fee Requested in this Matter is Excessive in General**
35. The total probate asserts identified by the Estate were \$107,459.17. As such, the current request for fees of \$16,888.64 amounts to over 15.7% of the estate assets.
36. In the ordinary operation of an estate, such a request is simply astounding.
37. In an apparent attempt to justify the additional fees, the Personal Representative - a non attorney - and not the attorney of record asserts that the attorney of record performed certain special services and enumerates the same.
38. However, those special services to the estate are questionable as being 'special' or extraordinary and if they were required at all, and are addressed as in the Petition for Fees:
  - 4a. The issue of the preparation of contracts is addressed above in ¶¶16-21.
  - 4b. The several attempts to sell seem odd given that the estate identified the initial offer as the final offer and only one actual revision was apparently made reflected in ¶¶ 16-21.
  - 4c. The billing records reflect no fees associated with changing the address or file to a new attorney and there is no reference as to how or what services were provided in 'managing' a change of counsel for an heir.

- 4d. The only net effect of the change to a supervised administration in this case was the Estate was required to file a Petition to Sell, which Petition and the hearing thereon is addressed above as well in ¶¶ 22-27.
- 4e. Again, the Personal Representative indicated that the same offer to David Bolin was made to the subsequent purchaser, so no 'new' costs should have been incurred as indicated above in ¶¶16-21.
- 4f. The preparation of an affidavit of survivorship to take a decedent's spouse off title is not onerous or complicated when they held the property as tenants by the entireties. I.C. 32-17-3-1(c).
- 4g. While the petition to sell was required, it is a largely ministerial act especially when there was no objection to the same.
- 4h. The attorney for the estate did not appear at the closing. See October 30, 2009 billing entry.
- 4i. The preparation of an inventory is in no way a special service as, even in unsupervised estates, the Personal Representative is required to prepare and certify the availability of an inventory. See I.C. 29-1-7.5-3.2(a) (declaring, "[n]ot more than two (2) months after the appointment of a personal representative under this chapter, the personal representative shall prepare a verified inventory of the estate's assets. The inventory may consist of at least one (1) written instrument.")
- 4j. The establishment of the bond requirements was simple - no bond was required or even asked for.
- 4k. The billing is unclear as to what services and why the buyer of the estate's real estate was assisted with selling the property by the attorney of record in ¶¶ 28-33.
- 4l. The final accounting is addressed above.
- 4m. The billing of the attorney of records does not indicate or show how any stolen property was reported and why the personal representative could not take care of the same.
- 4n. The objections to the final account were heard, and while some were waived by both parties, some were not clearly unfounded and the hearing thereon took an hour.

40. The estate never responded to the discovery requests made in this case other than by finally providing receipts and documentation to prove its expenses and claims.
39. Overall, the fees and expenses claimed are simply unjustified for the processing of, essentially, a single asset estate - the decedent's residence.
40. If the former maximum fee guidelines in place, the attorney of records fees should have been fixed at 6% of the estate assets, or \$6,447.55 plus the additional \$500 for selling the real estate, of \$6,947.55.
41. **The Fee Requested for the Personal Representative is Excessive.**
42. In addition to the Personal Representative's fees, there is no explication as to how or why these fees are justified beyond the statement, unsupported by timesheet, description of work, or otherwise, that the Personal Representative has worked in excess of 200 hours on the case.
43. If that is the case, the Personal Representative and the attorney of record combined have worked over 280 hours - or over **seven (7) weeks** - solely on this case.
44. Again, as this is a single asset estate and such time expenditures and fees are not only odd but extraordinary.
45. While the Personal Representative should be compensated for the work, there is no way to tell if this work is 'regular' or 'special.'
46. Notably, the amount of \$4,600 requested by the Personal Representative is akin to what Class Representative's often receive for their services in class action lawsuits - and they have to respond to discovery and take a more active role in their cases.
47. Either way, there is no reason to pay the personal representative some \$23/hour for the work she has done on this estate - if anything no more than \$10/hour would be appropriate for a total award of personal representative fees of \$2,000.00.

Respectfully submitted,

DAVID BOLIN



By: \_\_\_\_\_

SHAUN T OLSEN

LAW OFFICE OF WEISS & SCHMIDGALL, P.C.  
Our File No.: 11009  
Six W. 73<sup>rd</sup> Avenue  
Merrillville, IN 46410  
(219) 736-5297

CERTIFICATE OF SERVICE

I certify that on August <sup>10</sup>19, 2010 service of a true and complete copy of the above and foregoing pleading or paper was made upon each party or attorney of record herein by depositing the same in the United States mail in envelopes properly addressed to each of them and with sufficient first class postage affixed.

BY: \_\_\_\_\_



## AGREEMENT TO PURCHASE REAL ESTATE

The undersigned, David B. Bolin, an individual residing in Lake County, Indiana ("Purchaser"), hereby offers to purchase from the Estate of Robert P. Bolin, ("Seller"), and Seller agrees to convey and warrant the following described real estate:

Lot 37, South Shore Subdivision, Town of Cedar Lake, as per plat thereof, recorded in Plat Book 21, page 22 in the Office of the Recorder, Lake County, Indiana

(Commonly known as 14515 Lake Shore Drive, Cedar Lake, Indiana 46303)

together with all permanent improvements and fixtures attached thereto, easements, rights and/or privileges appurtenant thereto, including, but not limited to, any right, title and interest of Seller with respect thereto ("Real Estate"). All Real Estate is being sold "as is" with no exception.

1. The purchase price shall be One Hundred Thousand Dollars (\$100,000.00).
2. The purchase price shall be paid in its entirety at the time of closing.
3. Simultaneous with the execution of this Agreement to Purchase Real Estate by the Purchaser, the Purchaser shall execute the Stipulated Agreement attached hereto and made a part hereof as Exhibit "A" ("Stipulated Agreement"), establishing an Earnest Money Deposit in the amount of Ten Thousand Dollars (\$10,000.00). Said Earnest Money Deposit is to be credited to Seller at closing. In the event the Purchaser fails or refuses to perform its obligations herein specified, and other terms and conditions of this Agreement to Purchase Real Estate have otherwise been satisfied by the Seller, the Purchaser shall forfeit and forego from the Purchaser's inheritance from the Estate of Robert P. Bolin, pending before the Lake Circuit Court as Cause Number 45C01-0807-EU-188 ("Estate"), an amount equal to said Earnest Money Deposit.
4. There shall be no contingency for obtaining financing. This Agreement to Purchase Real Estate is contingent upon the Seller obtaining the approval of the Lake Superior Court overseeing the Estate and the Stipulated Agreement and any other matters provided for within this Agreement to Purchase Real Estate at the discretion of the Seller.
5. Any personal property remaining in or on the Real Estate at the time of closing shall pass to Buyer.
6. Seller shall provide Purchaser prior to the closing and promptly after the acceptance of this offer, at Seller's expense a commitment for an owner's policy of title insurance in an amount equal to the purchase price, said commitment to show marketable or insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other

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liens and encumbrances except as stated in this offer. If the title commitment fails to show marketable or insurable title in Seller, a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient Executrix's Deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to nondelinquent real estate taxes, easements, zoning, covenants, conditions and restrictions of record.

7. Real estate taxes accrued against the property shall be prorated through the date of closing and Seller shall pay all taxes allocated to the property through said date of closing. All proration of real estate taxes shall be calculated using the most recent real estate bills available. Purchaser shall be solely responsible for taxes allocated to the property after the date of closing. Any taxes not assumed by Purchaser and which are not due and payable at the time of closing shall be allowed to Purchaser as a credit on the Purchaser's cash payment required at closing, and the Seller shall not be liable thereafter for such taxes.
8. Purchaser shall be given possession of the property at closing and in the condition existing at the time of this offer, ordinary wear and tear excepted. A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser Sixty Dollars (\$60.00) per day as damages for breach of contract and not as rent.
9. Buyer shall forfeit and forgo from the Purchaser's inheritance from the Estate, in accordance with the Stipulated Agreement the amount of Ten Thousand Dollars (\$10,000.00) at closing. Said foregone inheritance is to be credited to the Seller at closing.
10. The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. Purchaser shall be responsible for risk of loss by destruction or damage to the property by fire or otherwise after the date of closing.
11. If Buyer chooses to have a survey performed on the Real Estate, it will be at Buyer's expense.
12. This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, hot water heaters, screens, storm windows, doors, attached carpeting, television antennas, trees, shrubs, and fences.
13. It is expressly agreed that this Agreement to Purchase Real Estate includes the entire agreement of Purchaser and Seller. This Agreement to Purchase Real Estate shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This Agreement to Purchase Real Estate

shall be interpreted and enforced in accordance with the laws of the state of Indiana. Neither party may assign this Agreement to Purchase Real Estate.

14. Any notices to Seller shall be made by first class U.S. mail to:

Estate of Robert P. Bolin  
c/o J. Brian Hittinger, Esq.  
Krieg DeVault LLP  
833 W. Lincoln Highway, Suite 410W  
Scherverville, IN 46375

Any notices to Purchaser shall be made by first class U.S. mail to:

David B. Bolin  
c/o James J. Nagy, Esq.  
P.O. Box 3010  
Munster, IN 46321

15. Purchaser and Seller hereby represent and warrant to each other that they have not dealt with any broker in connection with this transaction. Purchaser and Seller hereby further represent and warrant to each other that no fee, commission or similar compensation shall be payable by Seller or Purchaser to any broker or any other person, as a result of any Agreement to Purchase Real Estate or action by Seller or Purchaser, respectively, and agree to indemnify and hold each other harmless from any breach of this representation and warranty.
16. Closing of the sale shall take place no later than forty five (45) days after execution of this Agreement to Purchase Real Estate by Seller. If Seller, through no fault of Seller is unable to convey marketable title as required by this Agreement to Purchase Real Estate and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly to the Purchaser the Earnest Money, by negating the Buyer's foregone inheritance. If Purchaser refuses to perform as required by this Agreement to Purchase Real Estate, Seller may elect either to pursue all available legal or equitable remedies, declare a forfeiture hereunder and distribute the Buyer's foregoing inheritance in the amount of the Earnest Money to the other heirs of the Estate all in accordance with the Stipulated Agreement the Earnest Money as liquidated damages.
17. All terms and conditions relating to the purchase of the Real Estate are included in this Agreement to Purchase Real Estate, including any exhibits attached hereto. No verbal agreements or understandings of any kind purported to have been reached prior to or contemporaneously with this Agreement to Purchase Real Estate shall be binding, recognized, or enforceable. This Agreement to Purchase Real Estate is the final expression of the complete and exclusive agreement between Seller and Purchaser. This Agreement to Purchase Real Estate shall not be construed with resort to any presumption against the preparer or maker hereof.

Any and all modifications to this Agreement to Purchase Real Estate shall be in writing and signed by the party to be bound by such modifications or actions. No failure on the part of the non-breaching party to enforce the terms of this Agreement to Purchase Real Estate in the event of a breach hereof shall be construed as a waiver of such breach or as a waiver of future breaches. In the event that the non-breaching party shall waive a particular breach, such waiver shall not be deemed to be a waiver of any other breaches. In the event either party hereto shall institute litigation or other legal action to enforce the terms of this Agreement to Purchase Real Estate, the prevailing party to such litigation or legal action shall be entitled to the reimbursement of its attorneys' fees, court costs and any other costs incidental to such action from the other party. The warranties, representations, covenants and agreements contained in this Agreement to Purchase Real Estate shall survive the closing and delivery of the Deed, and Seller and Purchaser shall each indemnify and hold harmless the other from and against all costs and damages (including reasonable attorneys' fees) incurred as a result of any breach of any representation or warranty by Seller or Purchaser under this Agreement to Purchase Real Estate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

PURCHASER

\_\_\_\_\_  
David B. Bolin

**ACCEPTANCE OF OFFER AND RECEIPT FOR EARNEST MONEY**

The undersigned Seller hereby accepts such offer and the above terms and conditions for sale of the Real Estate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

SELLER

ESTATE OF ROBERT P. BOLIN

By:

\_\_\_\_\_  
Marjorie M. Zemkewicz, Executrix

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

LAKE CIRCUIT COURT  
PROBATE DIVISION  
CROWN POINT, INDIANA

IN THE MATTER OF THE UNSUPERVISED )  
ADMINISTRATION OF THE ESTATE OF ) ESTATE NO. 45C01-0807-EU-188  
ROBERT P. BOLIN, Deceased. )

STIPULATED AGREEMENT

Come now Personal Representative, Marjorie M. Zemkewicz, by counsel, J. Brian Hittinger of Krieg DeVault LLP and David B. Bolin, by counsel, James Nagy and would declare, stipulate and agree that under the terms of the Agreement to Purchase Real Estate entered into by the parties, the following agreements have been reached and agreed to by the remaining heirs:

1. Decedent owned real estate located at 14515 Lake Shore Drive, Cedar Lake, Indiana ("Real Estate") at the time of his death.
2. David B. Bolin, adult son of decedent, desires to purchase the Real Estate and has entered into an Agreement to Purchase Real Estate with Marjorie M. Zemkewicz, in her capacity as Executrix of the Estate of Robert P. Bolin, said Agreement attached hereto and made a part hereof as Exhibit "A," ("Agreement to Purchase Real Estate").
3. If David B. Bolin does not close on the purchase of the Real Estate, he agrees to forfeit and forgo a portion of his inheritance from this estate equal to the amount of \$10,000.00 with said \$10,000.00 representing earnest money deposit required by the Agreement to Purchase Real Estate at the closing of the Real Estate said earnest money deposit shall be credited towards the cash required at closing.
4. David B. Bolin further agrees to forfeit and forego an additional portion of his inheritance from this estate equal to the amount of \$10,000.00 from the selling

price of the Real Estate at closing, in exchange for an equal corresponding reduction in the cash required at closing.

5. Any and all personal property currently at or in the Real Estate, including appliances, shall be distributed prior to closing to all devisees of this estate on a pro rate basis and are not part of the purchase price of the Real Estate. Any personal property remaining in or on the Real Estate at the time of closing shall pass to Buyer.
6. That all devisees of this estate, namely, David B. Bolin, Donna L. Cox, Sheryl L. Stapinski and Marjorie M. Zemkewicz, all children of decedent, agree to the terms of this Stipulated Agreement and the Agreement to Purchase Real Estate.

\_\_\_\_\_  
David B. Bolin

ESTATE OF ROBERT P. BOLIN

By: \_\_\_\_\_  
Marjorie M. Zemkewicz,  
Executrix

\_\_\_\_\_  
James J. Nagy  
Attorney for David B. Bolin

\_\_\_\_\_  
J. Brian Hittinger  
Krieg DeVault LLP  
Attorney for Executrix, Marjorie M.  
Zemkewicz

\_\_\_\_\_  
Donna L. Cox

\_\_\_\_\_  
Sheryl L. Stapinski

\_\_\_\_\_  
Marjorie M. Zemkewicz

## AGREEMENT TO PURCHASE REAL ESTATE

The undersigned, Sheryl L. Stapinski, an individual residing in Lake County, Indiana ("Purchaser"), hereby offers to purchase from the Estate of Robert P. Bolin, ("Seller"), and Seller agrees to convey and warrant the following described real estate:

Lot 37, South Shore Subdivision, Town of Cedar Lake, as per plat thereof, recorded in Plat Book 21, page 22 in the Office of the Recorder, Lake County, Indiana

(Commonly known as 14515 Lake Shore Drive, Cedar Lake, Indiana 46303)

together with all permanent improvements and fixtures attached thereto, easements, rights and/or privileges appurtenant thereto, including, but not limited to, any right, title and interest of Seller with respect thereto ("Real Estate"). All Real Estate is being sold "as is" with no exception.

1. The purchase price shall be One Hundred Thousand Dollars (\$100,000.00).
2. The purchase price shall be paid in its entirety at the time of closing.
3. Simultaneous with the execution of this Agreement to Purchase Real Estate by the Purchaser, the Purchaser shall pay an Earnest Money Deposit in the amount of Ten Thousand Dollars (\$10,000.00) to Seller. Said Earnest Money Deposit is to be credited to Seller at closing. In the event the terms and conditions of this Agreement to Purchase Real Estate have otherwise been satisfied by the Seller, the Purchaser shall forfeit said Earnest Money Deposit to the Seller.
4. There is no contingency for the Purchaser obtaining financing. This Agreement to Purchase Real Estate is contingent upon the Seller obtaining the approval of the Lake Circuit Court overseeing the Estate of Robert P. Bolin pending before the Lake Circuit Court as Cause Number 45C01-0807-EU-188 ("Estate"), and any other matters provided for within this Agreement to Purchase Real Estate at the discretion of the Seller.
5. Any personal property remaining in or on the Real Estate at the time of closing shall pass to Purchaser.
6. Seller shall provide Purchaser prior to the closing and promptly after the acceptance of this offer, at Seller's expense a commitment for an owner's policy of title insurance in an amount equal to the purchase price, said commitment to show marketable or insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other liens and encumbrances except as stated in this offer. If the title commitment fails to show marketable or insurable title in Seller, a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient Executrix's Deed free and clear of all

EXHIBIT

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liens and encumbrances except as otherwise provided in this offer and subject to nondelinquent real estate taxes, easements, zoning, covenants, conditions and restrictions of record.

7. Real estate taxes accrued against the property shall be prorated through the date of closing and Seller shall pay all taxes allocated to the property through said date of closing. All proration of real estate taxes shall be calculated using the most recent real estate bills available. Purchaser shall be solely responsible for taxes allocated to the property after the date of closing. Any taxes not assumed by Purchaser and which are not due and payable at the time of closing shall be allowed to Purchaser as a credit on the Purchaser's cash payment required at closing, and the Seller shall not be liable thereafter for such taxes.
8. Purchaser shall be given possession of the property at closing and in the condition existing at the time of this offer, ordinary wear and tear excepted. A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser Sixty Dollars (\$60.00) per day as damages for breach of contract and not as rent.
9. The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. Purchaser shall be responsible for risk of loss by destruction or damage to the property by fire or otherwise after the date of closing.
10. If Purchaser chooses to have a survey performed on the Real Estate, it will be at Purchaser's expense.
11. This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, hot water heaters, screens, storm windows, doors, attached carpeting, television antennas, trees, shrubs, and fences.
12. It is expressly agreed that this Agreement to Purchase Real Estate includes the entire agreement of Purchaser and Seller. This Agreement to Purchase Real Estate shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This Agreement to Purchase Real Estate shall be interpreted and enforced in accordance with the laws of the state of Indiana. Neither party may assign this Agreement to Purchase Real Estate.
13. Any notices to Seller shall be made by first class U.S. mail to:

Estate of Robert P. Bolin  
c/o J. Brian Hittinger, Esq.  
Krieg DeVault LLP  
833 W. Lincoln Highway, Suite 410W  
Scherverville, IN 46375



Any notices to Purchaser shall be made by first class U.S. mail to:

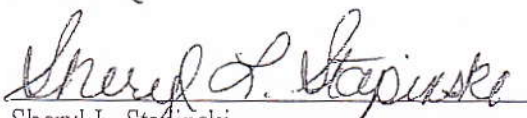
Sheryl L. Stapinski  
209 Clinton Street  
Lowell, IN 46356

14. Purchaser and Seller hereby represent and warrant to each other that they have not dealt with any broker in connection with this transaction. Purchaser and Seller hereby further represent and warrant to each other that no fee, commission or similar compensation shall be payable by Seller or Purchaser to any broker or any other person as a result of any Agreement to Purchase Real Estate or action by Seller or Purchaser, respectively, and agree to indemnify and hold each other harmless from any breach of this representation and warranty.
15. Closing of the sale shall take place no later than forty five (45) days after approval for the sale has been granted by the Lake Circuit Court where the Estate is pending. If Seller, through no fault of Seller is unable to convey marketable title as required by this Agreement to Purchase Real Estate and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly to the Purchaser the Earnest Money. If Purchaser refuses to perform as required by this Agreement to Purchase Real Estate, Seller may elect either to pursue all available legal or equitable remedies and declare forfeiture hereunder, keeping the Earnest Money Deposit as liquidated damages. In no event shall closing occur after December 31, 2009, unless said closing date is extended in writing by both the Purchaser and Seller.
16. All terms and conditions relating to the purchase of the Real Estate are included in this Agreement to Purchase Real Estate, including any exhibits attached hereto. No verbal agreements or understandings of any kind purported to have been reached prior to or contemporaneously with this Agreement to Purchase Real Estate shall be binding, recognized, or enforceable. This Agreement to Purchase Real Estate is the final expression of the complete and exclusive agreement between Seller and Purchaser. This Agreement to Purchase Real Estate shall not be construed with resort to any presumption against the preparer or maker hereof. Any and all modifications to this Agreement to Purchase Real Estate shall be in writing and signed by the party to be bound by such modifications or actions. No failure on the part of the non-breaching party to enforce the terms of this Agreement to Purchase Real Estate in the event of a breach hereof shall be construed as a waiver of such breach or as a waiver of future breaches. In the event that the non-breaching party shall waive a particular breach, such waiver shall not be deemed to be a waiver of any other breaches. In the event either party hereto shall institute litigation or other legal action to enforce the terms of this Agreement to Purchase Real Estate, the prevailing party to such litigation or legal action shall be entitled to the reimbursement of its attorneys' fees, court costs and any other costs incidental to such action from the other party. The warranties,

representations, covenants and agreements contained in this Agreement to Purchase Real Estate shall survive the closing and delivery of the Deed, and Seller and Purchaser shall each indemnify and hold harmless the other from and against all costs and damages (including reasonable attorneys' fees) incurred as a result of any breach of any representation or warranty by Seller or Purchaser under this Agreement to Purchase Real Estate.

Dated this 11<sup>th</sup> day of September, 2009.

PURCHASER

  
Sheryl L. Stajinski

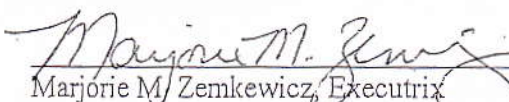
#### ACCEPTANCE OF OFFER AND RECEIPT FOR EARNEST MONEY

The undersigned Seller hereby accepts such offer and the above terms and conditions for sale of the Real Estate.

Dated this 11 day of September, 2009.

SELLER

ESTATE OF ROBERT P. BOLIN

By:   
Marjorie M. Zemkewicz, Executrix