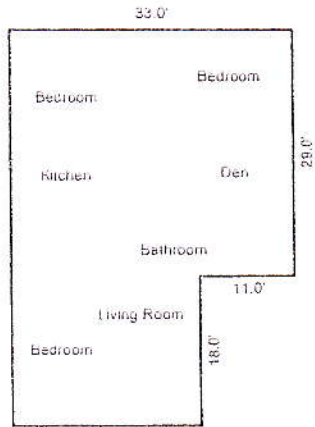


FLOORPLAN

|  |                           |
|--|---------------------------|
| Borrower: NA                             | File No.:                 |
| Property Address: 14515 Lake Shore Drive | Case No.:                 |
| City: Cedar Lake                         | State: In Zip: 46303-9146 |
| Lender: Marjorie Zemkewicz               |                           |



1 Level over Crawl Space

Sketch by Apex IV Windows™

| AREA CALCULATIONS SUMMARY |             |         |         |
|---------------------------|-------------|---------|---------|
| Code                      | Description | Size    | Totals  |
| GLA1                      | First Floor | 1355.00 | 1355.00 |
| TOTAL LIVABLE (rounded)   |             |         | 1355    |

| LIVING AREA BREAKDOWN   |      |           |
|-------------------------|------|-----------|
| Breakdown               |      | Subtotals |
| First Floor             |      |           |
| 25.0 x                  | 47.0 | 1034.00   |
| 11.0 x                  | 25.0 | 319.00    |
| 2 Areas Total (rounded) |      | 1353      |

Allstate Approved









# Appraiser's Qualifications

## MARK MCKECHNIE

### Alistate Appraisal



**LICENSURE:** State of Illinois Certified Residential Real Estate Appraiser #556.002157  
State of Indiana Licensed Real Estate Appraiser #LR49500211

**EDUCATION:** Bachelors Degree – Mass Communication/Supervisory Management,  
Purdue University, West Lafayette, Indiana

Successfully completed courses:

- Real Estate Appraisal Principals, 1A1, Appraisal Institute
- Residential Property Valuation, 8-2; Appraisal Institute
- Standards of Professional Practice, Part A, Appraisal Institute
- HUD/HHA Valuation Analysis; Real Estate Education Company
- HP12C Calculator; Real Estate Education Company
- Home Inspection; Real Estate Education Company
- Appraisal Methods App. IV; Real Estate Education Company
- Residential Report Writing App. V1, Real Estate Education Company
- USPAP
- Residential Construction
- Appraising the Oddball: Nonconforming & Difficult Properties
- Indiana Rules and Regulations

**PROFESSIONAL EXPERIENCE:** Staff Appraiser, Alistate Appraisal, Since 1991

**APPRAISAL ASSIGNMENTS:** Single family residences; 2, 3 and 4-flats; condominium apartment units and vacant residential sites on URAR and ERC forms and on Fannie Mae forms # 1004, # 1025, # 704, # 1073 and # 2055.

Appraisals for the purpose of: condemnation, mortgages, inheritance, real estate taxes, proposed construction, buying and selling, construction progress, insurance and disputes.

**CLIENTELE SERVED:** Banks, savings and loan associations, major corporations, charitable agencies, private investors, various law firms and attorneys, and private individuals.

**MARKET AREA SERVED:** Primarily the six-county Chicagoland metropolitan area and Northwest Indiana.

State of Illinois  
Department of Financial and Professional Regulation  
Division of Professional Regulation

LICENSE NO.  
556.002157

CERTIFIED Residential Real Estate Appraiser

MARK J. MCKECHNIE

Expires: 09/30/2008 Issue Date: 8/24/2007

DANIEL B. BURKHART  
Deputy

The official status of this license can be verified at [www.idpr.com](http://www.idpr.com)

67600-5296861827

Indiana Professional Licensing Agency  
Appraiser  
402 W. Washington St., Room 9472, Indianapolis IN 46204  
317.234.3009

CERTIFIED RESIDENTIAL APPRAISER  
LICENSE

| License Number | Expiration Date | License Status |
|----------------|-----------------|----------------|
| CR69500446     | 06/30/2008      | Active         |

Mark J. McKechnie  
1448 Melbrook Drive  
Munster IN 46321

Valid Until Signed & ink

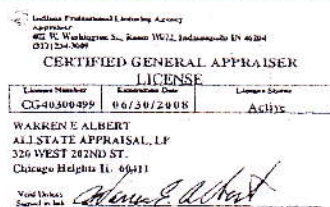
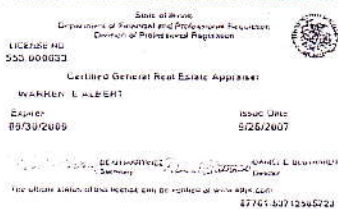
# Appraiser's Qualifications

## WARREN E. ALBERT, SRA ASA

## Allstate Appraisal



|   |   |
|---|---|
| <b>LICENSURE:</b>                                 | State of Illinois Certified General Real Estate Appraiser #553.000633<br>State of Indiana Certified General Real Estate Appraiser #CG40300499   |
| <b>EDUCATION:</b>                                 | Roosevelt University; Chicago, Illinois; 1949-1953<br><b>Appraisal courses:</b> Various courses on fundamentals, principals, procedures, residential valuation and income property valuation, including:<br>Central Y.M.C.A. College ..... I, II, III<br>Moraine Valley College ..... #308<br>Joliet Junior College ..... #204<br>Appraisal Institute ..... 1A-1, 1A-2, 8-2<br><b>Seminars/workshops:</b> <b>Sponsor:</b><br>Reviewing The U.R.A.R. .... George Harrison, MAI<br>Mini-Math For Appraisers ..... National Association of Independent Fee Appraisers<br>Relocation Appraisals ..... Employee Relocation Council<br>Computers For Appraisers ..... Hewlett Packard<br><b>Professional practice:</b><br>Standards/Ethics A & B ..... Appraisal Institute<br>State Certification ..... National Association of Independent Fee Appraisers<br>Demonstration Appraisal Workshop ..... Society of Real Estate Appraisers<br>Feasibility Analysis and Highest and Best Use - Non Residential ..... Appraisal Institute<br>Condemnation ..... Appraisal Institute<br>Real Estate Risk Analysis ..... Appraisal Institute<br>The Changing Role of the Real Estate Analyst ..... Appraisal Institute<br>Appraisal Reporting for Fair Lending ..... Appraisal Institute<br>The Appraiser's Legal Liabilities ..... Appraisal Institute<br>Automated Valuation Models ..... Appraisal Institute<br>Fundamentals of Relocation Appraising ..... Appraisal Institute<br>Appraisals of Retail Properties ..... Appraisal Institute<br>Valuation of Detrimental Conditions ..... Appraisal Institute<br>Litigation Skills for Appraisers ..... Appraisal Institute<br>USPAP Update #400 ..... Appraisal Institute |
| <b>PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS:</b> | SRA - Senior Residential Appraiser, Appraisal Institute. Certified under the Mandatory Program of Continuing Education to December 31, 2007.<br>ASA - Senior Member #2645, American Society of Appraisers. Recertified to March 16, 2007 under the American Society of Appraisers Program of Continuing Education.  |
| <b>COMMITTEES AND POSTS:</b>                      | National Association of Independent Fee Appraisers, Chicago Chapter - Chairman of Admissions Committee, 1973; Secretary, 1974; Third Vice President, 1975; First Vice President, 1976; President, 1977. Narrative Report Writing Subcommittee/NAIFA - Chairman, 1978; Member of National Education Council/NAIFA, 1978 to 1979.   |
| <b>TEACHING EXPERIENCE:</b>                       | Taught Mortgage Finance Course, Indianapolis, Indiana - 1960<br>Taught appraisal course at Chicago City College, Fenger Branch - 1969 to 1970<br>Part time appraisal instructor at Joliet Junior College, 1978 to 1984<br>Part time appraisal instructor at Prairie State College, 1986<br>National certified instructor, National Association of Independent Fee Appraisers  |
| <b>PROFESSIONAL EXPERIENCE:</b>                   | Mortgage Loan Solicitor For Salk, Ward & Salk, Inc., Chicago Mortgage Bankers - 1954 to 1959<br>Chief Appraiser for Allstate Appraisal, 1960 through Present  |
| <b>GOVERNMENT ENDORSEMENTS:</b>                   | Approved Appraiser for General Services Administration, Small Business Administration and U.S. Marshal's office.  |
| <b>MISCELLANEOUS:</b>                             | Instructor at 2, 3 and 4-day appraisal seminars for National Association of Independent Fee Appraisers. Qualified as expert witness in circuit court in numerous condemnation, zoning and partition suit cases concerning the value or utility of real estate. Authored numerous published articles including: Records and Bookkeeping System for Appraisal Office, Appraisal of a Bowling Recreational Complex, Function and Purpose, The Appraiser's Heartbeat and "How to Inspect a House", which was a 30-minute feature program in a 13-week televised series.   |



# CORPORATE QUALIFICATIONS

Allstate Appraisal



ALLSTATE APPRAISAL, INC. is a full service valuation and appraisal review firm engaged in the business of appraising in Metropolitan Chicago, throughout Illinois and ALL other states and has completed over 200,000 appraisal reports and appraisal review reports on property having an aggregate value in excess of 50 billion dollars.

EXPERIENCE: Appraisal assignments have covered residential, commercial, industrial and special purpose real estate, as well as machinery, equipment, contents and inventory, plus intangibles such as businesses, logos, investment portfolios, goodwill and even the monetary value of employees to going concerns. Additionally, we operate a national appraisal review service.

ALLSTATE'S ASSIGNMENTS HAVE BEEN FOR: Market value, appraisal review, insurable value, salvage value, orderly liquidation and forced liquidation.

ALLSTATE'S REPORTS HAVE BEEN USED FOR: Buying, selling, financing, insuring, construction, demolition, condemnation, litigation, PMI removal, relocation, tax abatement, estate planning, portfolio review, feasibility and more.

ALLSTATE'S REVIEW DIVISION helps maintain quality control for Lenders nationwide by reviewing their loan portfolio appraisals for quality and compliance with USPAP & FIRREA, as well as FAIR LENDING PRACTICE.

CLIENTS: A partial list of local and national clients includes the following:

## BANKS/SBA LENDERS/THRIFTS

Banco Popular  
Citibank  
Colorado Federal  
Cosmopolitan Bank  
Downey Savings  
First National Bank  
GreatBank  
Harris Bank & Trust Company  
Heritage Bank  
Korea Exchange Bank  
LaSalle National Bank  
MidAmerica Bank  
Ocwen Federal Bank  
Pullman Bank and Trust  
Shore Bank  
Standard Federal Bank

## INSURANCE COMPANIES

Genworth Financial  
MGIC  
PMI  
Radian Guaranty  
State Farm  
Triad Guaranty  
United Guaranty

## TITLE COMPANIES

Fidelity National Title  
First America  
Lawyers Title Insurance Corporation  
Stewart Title  
TICOR Title Insurance Company  
CLT

## WALL STREET

Bear Stearns  
CS First Boston  
Goldman Sachs  
Lehman Brothers  
UBS

## MORTGAGE COMPANIES

Accredited Home Lenders  
AccuBanc Home Lenders  
Aurora Loan Services  
Citi Residential Lending  
Cornerstone Mortgage  
Countrywide Relocation  
E\*trade  
First Franklin Financial  
GMAC Mortgage  
IndyMac Bank  
IndyMac Construction Lending  
Merrill Lynch Mortgage Corp.  
Sovereign Mortgage  
Washington Mutual  
Wells Fargo Home Mortgage  
West America Mortgage

## LAW FIRMS

Amari & Locallo  
Claussen Miller P.C.  
John Fritchey  
Frumm & Frumm  
Katz, Randall, Weinburg & Richmond  
Law Offices of Victoria Almeida  
Mauck & Frumm  
Rudnick and Wolf  
Schiller, DeCanto & Fleck  
Schoenberg & Fischer  
Sidley & Austin  
Vrdolyak & Vrdolyak  
Wildman Harrold Allen & Dixon

## CORPORATIONS

Baird & Warner  
Borg-Warner Chemicals Division  
Campbell Soup Company  
Coca-Cola Company  
Coldwell Banker  
DuPont Company  
Eastman Kodak  
General Motors Corp.  
Kraft, Inc.  
Inland Steel Corporation  
McDonald's Corporation  
McGraw-Hill, Inc.  
National Can Company  
Procter and Gamble

## CREDIT UNIONS

Chicagoland F.C.U.  
DuPage Credit Union  
HF Credit Union  
IBM Mid America Credit  
Navy Federal Credit Union

## MUNICIPALITIES AND GOVERNMENT

City of Chicago  
Chicago Housing Authority  
City of Gary, IN  
FDIC  
Little Calumet River Basin  
Small Business Administration  
U.S. Army Corp of Engineers  
U.S. Attorney  
U.S. Marshals Office  
U.S. Dept. of Housing & Urban Dev.

## GSE'S

Fannie Mae  
Freddie Mac  
Federal Home Loan Bank Board

ALLSTATE APPRAISAL, INC. has been in the valuation business only, in continuous service since 1959.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

LAKE CIRCUIT COURT  
PROBATE DIVISION  
CROWN POINT, INDIANA

MATTER OF THE ESTATE OF )  
ROBERT P. BOLIN, )  
DECEASED. )

CAUSE NO. 45C01-0807-EU-188

EXECUTRIX'S INVENTORY

The following items are all the property of the decedent of which Executrix, Marjorie M. Zemkewicz, has knowledge. All known encumbrances, liens, and other charges on any item are also stated.

ESTIMATED  
VALUE

1. REAL PROPERTY.

Decedent's personal resident, 14515 Lake Shore Drive,  
Cedar Lake, Indiana 46303

(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)

\$85,000.00

Total: \$85,000.00

2. FURNITURE AND HOUSEHOLD GOODS.

ITEM

ESTIMATED  
VALUE

Large metal rolling toolbox with tools used in decedent's tool and die maker occupation (David Bolin has possession of same)

\$1,750.00



Twin bed sets (2)

300.00

Various wooden furniture [i.e., dresser, end tables, storage cabinets, coffee table, entertainment centers]

425.00

Various pieces of furniture [i.e., sofa, recliner, TV's, lamps, bookcases]

790.00

Various kitchen appliances and items [i.e., bread maker, dishes, pots, pans]

995.00

Various outside equipment and furniture

550.00

Miscellaneous items [i.e., washer, dryer, medical equipment]

1,090.00

Total: \$ 5,900.00





A. Furnishings Currently in Decedent's Residence Belonging to Family Members (values unknown):

1. Large buffet serving cabinet owned by decedent's daughter-in-law
2. Small Round glass top table owned by decedent's daughter, Sheryl Stapinski
3. Milk glass hurricane lamp owned by decedent's daughter, Sheryl Stapinski
4. Microwave owned by decedent's son, David Bolin
5. Double Bed Mattress and Box Springs owned by decedent's daughter, Marjorie Zemkewicz
6. Small TV Stand owned by decedent's son, David Bolin
7. 6ft. Aluminum Ladder owned by decedent's son, David Bolin
8. Glass Top patio table with 4 plastic chairs owned by decedent's son David Bolin
9. Extension Ladder owned by decedent's son, David Bolin
10. Large Red Rake with Black Dust Pan owned by decedent's daughter, Marjorie Zemkewicz

B. **Items Missing from Decedent's Home Since July 20, 2009, Current Whereabouts Unknown:**




- |    |  |               |
|----|--|---------------|
| 1. | 42" Vizio Flat Screen TV   | \$750.00      |
| 2. | TV Stand   | 75.00         |
| 3. | Gold Fabric rocking Chair  | 50.00         |
| 4. | Brown Fabric Rocking Chair   | 50.00         |
| 5. | Antique Dresser Bench owned by decedent's daughter, Sheryl Stapinski | Value Unknown |

3. MORTGAGES, BONDS NOTES, OTHER WRITTEN EVIDENCES OF DEBT.


| PROVIDER                 | TYPE OF SERVICE   | AMOUNT          |
|--------------------------|---|-----------------|
| All State Appraisal      | Appraisal of decedent's home  | \$350.00        |
| State Farm Insurance Co. | Insurance on decedent's automobile                                    | 164.00          |
| George Gancarz           | <b>Decedent's 24 medical caretaker</b>                                | <b>3,600.00</b> |
| Burdan Funeral Home      | Funeral services  | 9,078.00        |
| Cedar Lake Florist       | Funeral expense   | 340.00          |
| Teibel's                 | Funeral luncheon  | 1,650.00        |
| Elmwood Cemetery         | Memorial marker   | 125.00          |
| Carpetland               | <b>Replace carpet in preparation for sale of decedent's residence</b> | 795.00          |
| Bruce's Septic           | <b>Repairs in preparation for sale of decedent's residence</b>        | 95.00           |
| Ideal Plumbing           | Repairs of gas leak in decedent's residence                           | 165.00          |
| South Shore Improvement  | Lake Rights Association Annual Fee                                    | 140.00          |
| State Farm Insurance Co. | Homeowners insurance on decedent's residence                          | 474.00          |
| Comcast                  | Cable service at decedent's residence from 4/15/08 to 4/29/09         | 1,225.00        |
| Sun Times and The Times  | Newspapers decedent received  | 44.00           |
| AT&T                     | Telephone services at decedent's residence (4/15/08 to 7/11/09)       | 1,108.00        |

|  |   |                   |
|--|---|-------------------|
| NIPSCO                                   | Utilities at decedent's residence<br>(4/15/08 to 5/10/09)   | 4,502.00          |
| Town of Cedar Lake                       | Garbage services at decedent's<br>residence (4/15/08 to 7/16/09)  | 1,107.00          |
| St. Margaret Mercy<br>Healthcare Centers | Expense of decedent's last illness  | 52.00             |
| Apria Healthcare                         | Expense of decedent's last illness  | 50.00             |
| Miramid Revenue Group                    | Expense of decedent's last illness  | 144.00            |
| George Gancarz                           | Labor and various miscellaneous<br>purchases made for repairs to<br>decedent's residence, including<br>living room, kitchen floors and<br>bathroom                                | 11,726.00         |
| Terry Hansen                             | Reimburse for labor and various<br>miscellaneous purchases made for<br>repairs to decedent's residence –<br>drywall and paint kitchen walls                                       | 1,800.00          |
| David Bolin                              | Reimburse for various<br>miscellaneous purchases made for<br>repairs decedent's residence –<br>material for kitchen floor, kitchen<br>cabinets, kitchen counter tops,<br>lighting | 2,097.00          |
| Indiana Dept of Revenue                  | 2008 State Income Tax Payment   | 54.00             |
| Lake County Treasurer                    | 2008 Property Tax on decedent's<br>residence  | 845.00            |
|  |   | Total \$41,733.00 |

4. BANK ACCOUNTS, MONEY, INSURANCE POLICY TO ESTATE.

|   |          |   |
|---|----------|---|
| Interest income from estate checking account<br>(4/30 to 9/30/08) | \$403.03 |  |
| Indiana Department of Revenue (state income<br>tax refund)        | 288.00   |   |
| Internal Revenue Service (federal income<br>tax refund)           | 233.00   |   |
| Internal Revenue Service (federal incentive refund)               | 600.00   |   |
|   |          | Total \$1,524.03  |

6. ALL OTHER PROPERTY.

|   |          |   |
|---|----------|---|
| 1997 Mercury Tracer / decedent's automobile | \$750.00 |  |
|   |          | Total \$750.00  |

RECAPITULATION

|  |             |
|--|-------------|
| Approximate Value of Real Property                     | \$85,000.00 |
| Approximate Value of Furniture, Household Goods, etc.  | 5,900.00    |
| Approximate Value of Mortgages, Bonds, Notes and Debts | <41,733.00> |
| Approximate Value of Bank Accounts, Money              | 1,524.03    |
| Approximate Value of all other property                | 750.00      |
| TOTAL APPROXIMATE VALUE OF ESTATE                      | \$51,441.03 |

I, Marjorie M. Zemkewicz, affirm, under the penalties for perjury, that the foregoing inventory contains a complete statement of all the estate of said decedent which has come to my knowledge listed at its estimated fair market value.

Dated: September 22, 2009.

*Marjorie M. Zemkewicz*  
 Marjorie M. Zemkewicz

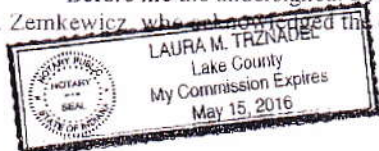
Verification

I affirm, under the penalties for perjury, that the foregoing information is true to the best of my knowledge and belief.

*Marjorie M. Zemkewicz*  
 Marjorie M. Zemkewicz

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Marjorie M. Zemkewicz, who acknowledged the execution of this Inventory this 22nd day of September, 2009.



*Laura M. Trznadel*  
 Notary Public

Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

J. Brian Hittinger (#16428-45)  
 Krieg DeVault LLP  
 833 W. Lincoln Highway, Suite 410W  
 Schererville, IN 46375 (219) 227-6100  
 Direct No. (219) 227-6114  
 Attorney for Executrix KDNWI\_2210014\_1.DOC

## 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



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  
Schererville, 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,