

CONDITIONAL SALES CONTRACT

By and Between

WILLIAM A. & MARY C. FARISH

and

ORVILLE T. & ANN S. SMITH

for

STONY HAVEN MOTEL

FOR PURCHASE OF REAL ESTATE

This Assignment of Conditional Sales Contract entered into by and between WILLIAM A. FARISH and MARY C. FARISH, his wife, of Muncie, Indiana, hereinafter referred to as the Assignors, and ORVILLE T. SMITH and ANN S. SMITH, his wife, of Anderson, Indiana, hereinafter referred to as Assignees,

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Witnesseth in consideration of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged by assignors, the assignors do hereby bargain and sell, assign, transfer, and deliver all of the right, title and interest hereunto the assignees in or to a certain conditional sales contract entered into on the first day of March, 1957, by and between Armond D. Norris and Ruth A. Norris, his wife, sellers, and Michael D. LaPota and Adelaide R. LaPota, his wife, buyers, which contract is recorded in Record A-48, Pages 179-180, Recorder's Office, Delaware County, Indiana, which the said sellers assigned to Austin E. Clements and Bonnie R. Clements, his wife, on the first day of March, 1957 of record in Record A-48, Page 180, Recorder's Office, Delaware County, Indiana; and which was assigned by the said buyers to the said assignors by assignment dated November 13, 1957, of record in Record Book A-50, Pages 270-271, Recorder's Office, Delaware County, Indiana.

Assignors pursuant to the Conditional Sales Agreement above mentioned for the purchase of Stony Haven Motel, Delaware County, more particularly described as real estate located in Delaware County, Indiana, to-wit:

A part of the West half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section One (1), Township nineteen (19) north, Range nine (9) east, more particularly described as follows: Commencing at a point Eleven hundred fifty-four and three tenths (1154.3) feet south of the Northwest corner of the

Southeast Quarter ($\frac{1}{4}$) of said Section One (1), and running East and parallel with the North line of said Section One (1) township nineteen (19) north Range nine (9) east, three hundred thirty-nine (339) feet more or less to the North right-of-way line of present State Road No. 67, thence in a southwesterly direction and along the north right-of-way line of the present State Road No. 67 to where the right-of-way line intersects with the west line of the Southeast Quarter ($\frac{1}{4}$) of Section One (1) township nineteen (19) north, range nine (9) east; thence north on said west line of said southeast quarter ($\frac{1}{4}$) of said Section One (1), Four Hundred Sixty-two (462) feet to the place of beginning. Containing 1.797 acres, more or less.

3 And the undersigned, ORVILLE T. SMITH and ANN S. SMITH, his wife, accept the above assignment of contract subject to the indebtedness set out therein in accordance with the terms and conditions of such conditional sales contract.

4 1957 taxes will be paid by assignors. Assignees will pay taxes due and payable in May, 1959.

IN WITNESS WHEREOF the parties hereto and hereunto set their hands and seal this 27th day of August, 1958.

William A. Farish
Mary C. Farish
Orville T. Smith
Ann S. Smith

State of Indiana)
County of Delaware) ss

Before me, the undersigned, a Notary Public, in and for said County and State this 27th day of August, 1958, personally appeared herein named WILLIAM A. FARISH and MARY C. FARISH, his wife, assignors, and ORVILLE T. SMITH and ANN S. SMITH, his wife, assignees, who acknowledged their signatures and accepted the above to be their free act and deed.

Bessie E. Calbreath
Notary Public

My Commission expires September 13, 1961.

