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**ASSIGNMENT OF CONTRACT
(RELATING TO CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE)**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, _____ (“Assignor”, whether one or more persons are included) hereby transfers, conveys and assigns to _____ (“Assignee”, whether one or more persons are included) all of Assignor’s right, title, and interest in and to the Contract (as defined below) and the real estate described therein.

The “Contract” is that certain instrument designated “ _____ (insert exact name of instrument) _____ ”, originally made between _____, as Seller, and _____, as Buyer, dated the _____ day of _____, 20_____, for conveyance of the following described real estate located in _____ County, Indiana, to-wit:

commonly known as _____

This Assignment is subject to:

- (a) the acceptance of this assignment by Assignee and the agreement to the

CONSENT

The undersigned, record titleholders of the above described real estate and being the Seller in the Contract described in the above Assignment of Contract, hereby consent to the foregoing assignment and confirm to and for the benefit of the Assignee that:

- (a) the principal balance owed on the Contract is the sum of _____ Dollars (\$ _____), which is the balance after receipt of the payment due the _____ day of _____, 20_____;
- (b) there are no delinquencies or defaults outstanding on the Contract, and
- (c) it is presently in full force and effect.

_____ Seller _____ Seller

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 20_____, personally appeared _____ and _____ and acknowledged the execution of the above and foregoing to be his/her/their voluntary act and deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature _____
 Resident of _____ County, Indiana Printed _____ Notary Public

ACCEPTANCE

The undersigned, being the Assignee, hereby accepts the forgoing assignment and agrees as follows:

- (a) to be bound by and to perform the terms, conditions and obligations of the Contract identified in the Assignment of Contract above, except as any of such terms, conditions or obligations may be lawfully waived in writing;
- (b) to assume all amounts payable under the Contract as of the date of the Assignment of Contract;
- (c) to make the periodic payments required by the Contract, beginning on the _____ day of _____, 20_____; and
- (d) to save the Assignor harmless from any damages arising by reason of any subsequent default under the Contract occurring after the date of this acceptance.

This acceptance shall inure to the benefit of the Seller as well as of the Assignor.

Dated this _____ day of _____, 20_____.

Assignee Assignee

STATE OF INDIANA, COUNTY OF _____: SS

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 20_____, personally appeared _____ and _____ and acknowledged the execution of the above and foregoing to be his/her/their voluntary act and deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature _____

Resident of _____ County, Indiana Printed _____ Notary Public

This instrument was prepared by: _____, Attorney at Law



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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.
