

98050655

93 JUL - 2 11:12 AM

SETTLEMENT AGREEMENT WITH REGARDS TO REAL ESTATE

Comes now Janet Fijut, hereinafter referred to as Fijut, and Jason Craaybeek and Geoffrey Craaybeek, hereinafter referred to as Craaybeek, and in consideration of the mutual terms herein agree to the following:

The parties acknowledge the following facts:

1. Stanley Fijut, Craaybeek's grandfather and Fijut's father, purportedly executed a document which purports to be his Last Will and Testament, dated March 20, 1995, which leaves all of his property to Craaybeek.
2. On April 11, 1997, Stanley Fijut also purportedly executed a Quit-Claim Deed which purports to transfer to Janet Fijut the following described real estate to wit:

Lot Eleven (11), except the South Seventeen and Five Tenths (S.17.5') feet thereof, and the South Twenty (S. 20') feet of Lot Ten (10), in Block Eight (8), in Roxana Park Addition to the City of East Chicago, as recorded in Plat Book 20, page 49, in the Recorder's Office of Lake County, Indiana, more commonly known as 5621 Baring St, East Chicago, Indiana, 46312.

3. The real estate has been sold at tax sale and the amount to redeem the property is \$1713.47, on or before September 1, 1998.
4. Due to the uncertainty of the mental capacity of Stanley Fijut at the time of the execution of the aforementioned deed, each party believes that it is the rightful owner of the above described real estate.

Now Therefore, the parties agree to the following as terms of settlement of the dispute:

1. Craaybeek shall have the right to possession of the real estate until September 27, 2003.
2. Fijut shall have the right to possession of the real estate from September 27, 2003, until her death.
3. Upon the death of Fijut, Craaybeek shall have all right and title to the real estate as the remainder interest.
4. The parties will execute a Warranty Deed to be recorded along with this agreement which will transfer the real estate as intended by the terms of this agreement.
5. The party in possession shall have the obligation to:
 - A. Pay the real estate taxes on the property in a timely fashion, and provide a receipt for said payment to the other party within 30 days of payment.

FILED

JUL 02 1998

SAM ORLICH
AUDITOR LAKE COUNTY

Held for
INDIANA TITLE NETWORK COMPANY
325 NORTH MAIN
CROWN POINT, IN 46307

000180

1100
JUL
CH # 10600

B. Keep the real estate and improvements thereon insured to a value sufficient to rebuild the improvements thereon in case of destruction. Insurance coverage shall be based on replacement value even if said value exceeds the fair market value of the improvements. Payment of the insurance premium shall be made in a timely manner and provide a receipt for said payment to the other party within 30 days of payment.

C. Maintain the premises in a neat and orderly fashion.

6. Neither party may make any major renovations to the property without the written consent of the other party.

7. Prior to September 1, 1998, Craaybeek shall pay the amount owed for redemption of the property to the Lake County Treasurer. Within 30 days of receiving a paid receipt acknowledging said payment, Fijut shall reimburse Craaybeek for one half of the amount owed for redemption of the property.

8. Should either party be required to hire an attorney to enforce the terms of this agreement, the party which prevails in court shall be reimbursed the costs incurred for such court action, including reasonable attorney's fees, by the opposing party.

IN WITNESS WHEREOF, the said Janet Fijut, Jason Craaybeek, and Geoffrey Craaybeek, have hereunto set their hands and seals, this 26th day of June, 1998.


Janet Fijut


Jason Craaybeek


Geoffrey Craaybeek



STATE OF INDIANA, LAKE COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 26th day of June, 1998, personally appeared

Janet Fijut, Jason Craaybeek, and Geoffrey Craaybeek

and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires:

1-21-99


Notary Public

DOUGLAS R. KVACHKOFF
Notary Public, State of Indiana
Lake County
Commission Expires Jan. 21, 1999

THIS INSTRUMENT PREPARED BY
Douglas R. Kvachkoff
Attorney at Law
325 N. Main St.
Crown Point, IN 46307