

STATE OF INDIANA)
COUNTY OF LAKE 99085172)

STATE OF INDIANA
LAKE COUNTY
IN THE LAKE SUPERIOR COURT
ROOM TWO
STATION AT EAST CHICAGO, INDIANA

IN RE THE MARRIAGE OF:

SYLVIA SCHMIDT,
Petitioner,

and

JOHN SCHMIDT,
Respondent.

) MORRIS W. CARTER JUN 16 1999
) RECORDER

Anna M. Anton
CLERK LAKE SUPERIOR COURT

) CAUSE NO. 45D02-9902-DR-0086

FILED

OCT 13 1999

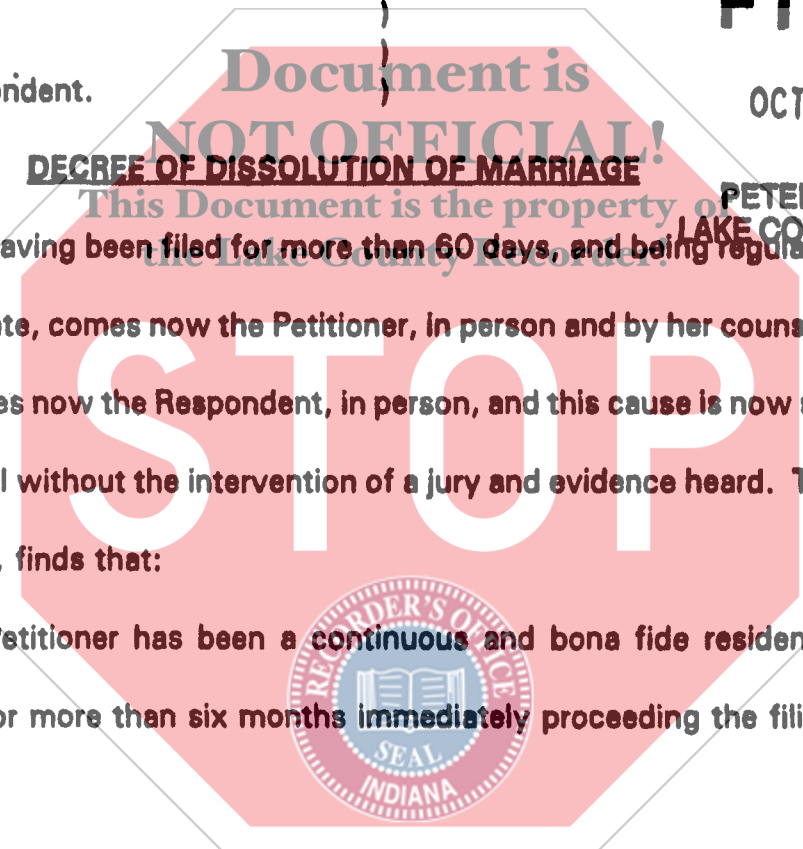
DECREE OF DISSOLUTION OF MARRIAGE

PETER BENJAMIN
LAKE COUNTY AUDITOR

This cause having been filed for more than 60 days, and being regularly set for

final hearing this date, comes now the Petitioner, in person and by her counsel, Lily M. Schaefer, and comes now the Respondent, in person, and this cause is now submitted to the Court for trial without the intervention of a jury and evidence heard. The Court, being duly advised, finds that:

1. The Petitioner has been a continuous and bona fide resident of Lake County, Indiana, for more than six months immediately proceeding the filing of this cause.
2. The Respondent has been a continuous and bona fide resident of Lake County, Indiana, for more than six months immediately proceeding the filing of this cause.
3. This Court has jurisdiction over the subject matter and of the parties hereto.
4. The marriage of the parties is irretrievably broken and should be dissolved.
5. The Petitioner is not now pregnant.



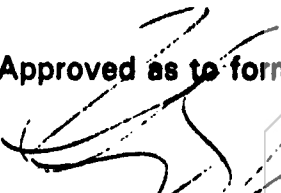
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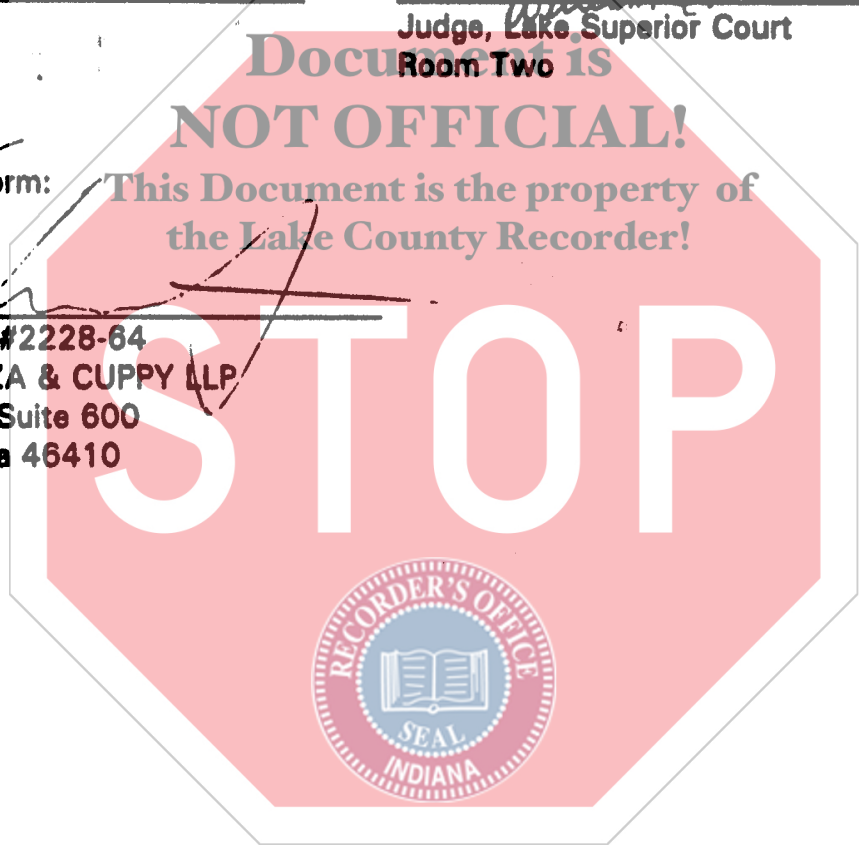
IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that:

1. The bonds of matrimony heretofore existing between the parties are hereby dissolved.
2. Property Settlement Agreement is approved and incorporated herein.

Date: 6-16-99 William E. Davis
Judge, Lake Superior Court
Room Two

Approved as to form: 

Lily M. Schaefer, #2228-64
BURKE COSTANZA & CUPPY LLP
8585 Broadway, Suite 600
Merrillville, Indiana 46410
219-769-1313





CERTIFICATION OF COPY

As legal custodian I hereby certify by this certificate that the foregoing is a true and complete copy of the original on file with this office in the cause stated thereon.

Witness my hand and the seal of the court this 30 day of Sept, 1999.

Quart M. Anton
Clerk of the Lake Circuit and Superior Courts

By: Jana Sackler
Deputy Clerk

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT
ROOM TWO
SITTING AT EAST CHICAGO, INDIANA

IN RE THE MARRIAGE OF:

SYLVIA SCHMIDT,
Petitioner,

and

JOHN SCHMIDT,
Respondent.

Anna M. Anton
CLERK LAKE SUPERIOR COURT

CAUSE NO. 45D02-9902-DR-0086

PROPERTY SETTLEMENT AGREEMENT

Comes now Petitioner, Sylvia Schmidt, in person and by counsel, Lily M.

Schaefer, and comes now Respondent, John Schmidt, in person; and agree and stipulate to the following Property Settlement Agreement:

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife and certain disputes have arisen between Husband and Wife as a result of which they separated on or about January, 1999, and ceased living together as Husband and Wife; and

WHEREAS, there is now pending in the Lake Superior Court, Room No. Two, East Chicago, Indiana an action for dissolution of marriage entitled: IN RE THE MARRIAGE OF SYLVIA SCHMIDT and JOHN SCHMIDT, Cause No. 45D02-9902-DR-0086; and

WHEREAS, the parties hereto represent that there were no children born to this marriage; and that the Petitioner is not now pregnant; and

WHEREAS, the parties hereto enter into this Agreement of their own free will and volition, without any undue influence, fraud or coercion; and



WHEREAS, the parties hereto represent that there has been a full and complete disclosure, each to the other, of all the property in their respective possessions; and

WHEREAS, this Agreement is made pursuant to I.C. 31-1-11.5-8(d)(1)(2); and

WHEREAS, that by their signature hereto, each party specifically waives their rights to attend the final hearing herein inasmuch as there are no contested issues in this action.

NOW THEREFORE, it is agreed as follows:

Document is
NOT OFFICIAL!

ARTICLE I
This Document is the property of
The Lake County Recorder!

1. This Agreement shall in no way be construed or considered as an agreement between the parties to obtain a dissolution of marriage, but the same is to be considered strictly as an agreement settling their rights respecting various items of property.

2. This Agreement, upon signing, shall be irrevocably binding upon both parties and shall be consummated upon final approval by the Court having jurisdiction of the dissolution proceedings and the granting of the dissolution.

ARTICLE II

1. Real Estate:

(a) It is agreed that on the date of the parties separation, the parties were contract purchasers of a parcel of real estate, which property is commonly known as 6707 Monroe Court, Merrillville, Indiana 46410. (See Exhibit A attached)

(b) It is agreed that the Wife shall by the terms of the Decree of Dissolution of Marriage, be awarded all right, title and interest in and to said real

estate, located at 6707 Monroe Court, Merrillville, Indiana 46410. From and after the granting of the Decree of Dissolution, the Wife shall have exclusive use, ownership and possession of the real estate and all improvements. The Wife shall be responsible for all contract indebtedness pertaining to said real estate, and shall pay all amounts due in the future pertaining to said contract indebtedness; provided, however, Husband shall pay Wife the sum of \$346.00 per month commencing June 1, 1999 towards contract indebtedness until such indebtedness is paid in full. The Wife shall save and hold harmless the Husband and indemnify him against payment of any such contract indebtedness. She shall be responsible for all real estate tax payments, home owner's insurance payments and repairs and maintenance expenses pertaining to said real estate, and shall save, hold harmless and indemnify him thereon. (See Exhibit A attached)

2. Personal Property:

(a) It is agreed that the Wife shall be entitled to all marital personal property which is in her possession and/or located at her residence at 6707 Monroe Court, Merrillville, Indiana, 46410, on the date of the signing of this Agreement.

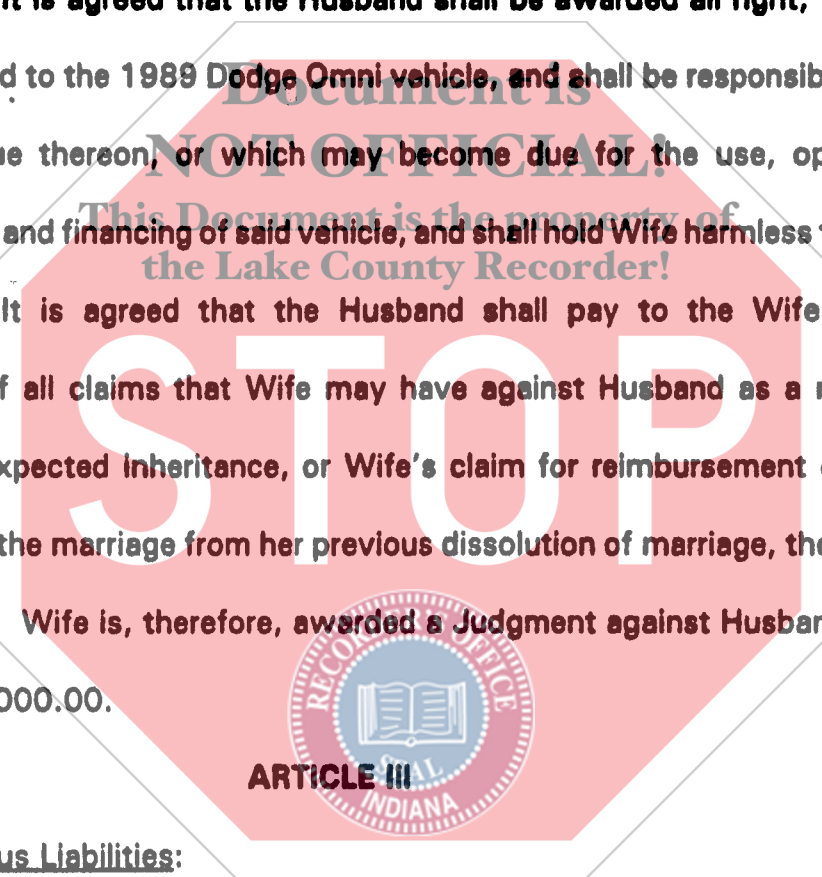
(b) It is agreed that the Husband shall be entitled to all marital personal property which is in his possession and/or located at his residence on the date of the signing of this Agreement.

(c) It is agreed that the Husband and Wife shall each be entitled to his or her own individual checking and other bank accounts which have been established in his or her own individual name.

(d) It is agreed that the Wife shall be awarded all right, title and interest in and to the 1986 Pontiac vehicle, and shall be responsible for all payments due thereon, or which may become due for the use, operation, maintenance and financing of said vehicle, and shall hold Husband harmless thereon.

(e) It is agreed that the Husband shall be awarded all right, title and interest in and to the 1989 Dodge Omni vehicle, and shall be responsible for all payments due thereon, or which may become due for the use, operation, maintenance and financing of said vehicle, and shall hold Wife harmless thereon.

(f) It is agreed that the Husband shall pay to the Wife, in full settlement of all claims that Wife may have against Husband as a result of Husband's expected inheritance, or Wife's claim for reimbursement of sums brought into the marriage from her previous dissolution of marriage, the sum of \$40,000.00. Wife is, therefore, awarded a Judgment against Husband in the sum of \$40,000.00.



1. Previous Liabilities:

(a) The Husband represents that he has not contracted any liabilities not herein set forth for which the Wife will be responsible, and if any unforeseen liabilities should occur in the future by virtue of the Husband's activities prior to this Agreement, which would obligate the Wife, the Husband agrees to indemnify and hold harmless the Wife for any and all expenses connected with the discharge of such obligations.

(b) The Wife represents that she has not contracted any liabilities not herein set forth for which the Husband will be responsible, and if any unforeseen liabilities should occur in the future by virtue of the Wife's activities prior to this Agreement, which would obligate the Husband, the Wife agrees to indemnify and hold harmless the Husband for any and all expenses connected with the discharge of such obligations.

(c) The Husband and Wife shall each be responsible for all debts in his or her name, and shall each hold the other harmless thereon.

ARTICLE IV
This Document is the property of
the Lake County Recorder!

1. Mutual Releases:

In consideration of all of the promises contained in this Agreement, Husband and Wife hereby release all claims and rights which either ever had, now has, or might hereafter have, against the other by reason of their former relationship as Husband and Wife, except all the claims and rights of each party created and out-standing against the other pursuant to the terms of this Agreement. It is further agreed by the parties that the provisions of this Agreement shall inure to the benefit of, and be binding upon, the heirs, executors and personal representatives of the parties.

2. Voluntary Execution:

The parties hereto acknowledge that each is making this Settlement Agreement of his or her own free will and volition in an effort to compromise the disputed issues between the parties, that each party had the right to advice of counsel of his or her own choosing and further acknowledge that no coercion or undue influence has been used against either party in the making of this Settlement Agreement.

3. Entire Agreement:

Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this Settlement Agreement, other than the representations set forth herein, and that this Agreement constitutes all of the terms of the contract between the parties. Husband and Wife hereby represent and warrant to each other that there has been full disclosure of assets and debts and of all property of any sort whatsoever and wheresoever located, real, personal or mixed, which either of them have an interest in or right to, whether legal or equitable. The parties acknowledge that each has had the advice or the opportunity for advice from an attorney of their own choosing. The parties further acknowledge that their respective attorneys have advised each of them of the importance of advice of an independent certified public accountant throughout these proceedings.

4. Modification and Waiver:

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, or upon order of the Court upon a hearing with proper notice to each party. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a Waiver of any subsequent default of the same or similar nature.

5. Additional Documents:

The parties each agree to execute such additional documents as may be necessary to carry out the terms of and the intent of this Agreement.

6. Situs:

This Agreement shall be considered as governed in accordance with the laws of the State of Indiana.

7. Partial Invalidity:

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall, nevertheless, continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

22nd day of May, 1999.

NOT OFFICIAL!

This Document is the property of the Lake County Recorder

Sylvia Schmidt
SYLVIA SCHMIDT, Petitioner

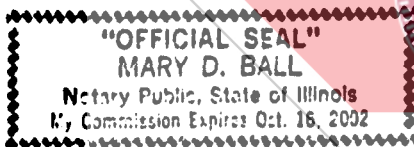
Before me, a Notary Public, in and for said County and State, personally appeared Sylvia Schmidt and acknowledged the above and foregoing to be true and accurate statements of fact.

Subscribed and sworn to before me this 22 day of May, 1999.

My Commission Expires:

A resident of Lake County.

Mary D. Ball
Notary Public



John Schmidt
JOHN SCHMIDT, Respondent

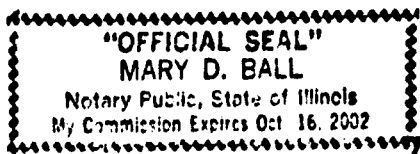
Before me, a Notary Public, in and for said County and State, personally appeared John Schmidt and acknowledged the above and foregoing to be true and accurate statements of fact.

Subscribed and sworn to before me this 22 day of May, 1999.

My Commission Expires:

A resident of Cook County.

Mary D. Ball
Notary Public



The Court having reviewed the Property Settlement Agreement, and being duly advised in the premises, the foregoing Property Settlement Agreement is hereby approved and merged into the Decree of Dissolution of Marriage this 16 day of June, 1999.

William E. Davis
JUDGE, LAKE SUPERIOR COURT
ROOM TWO

Approved as to form:

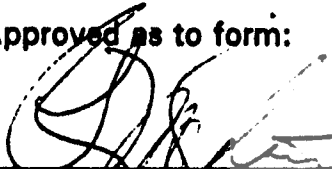

Lily M. Schaefer, 2228-84
BURKE COSTANZA & CUPPY, LLP
8585 Broadway, Suite 600
Merrillville, IN 46410
(219) 769-1313



EXHIBIT A

LOT 55, TURKEY CREEK MEADOWS UNIT NO. 1, AS PER PLAT
THEREOF, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,
INDIANA, COMMONLY DESCRIBED AS 6707 MONROE COURT,
MERRILLVILLE, INDIANA.





CERTIFICATION OF CLERK

As legal custodian I hereby certify that the above and foregoing is a true and complete copy of the original on file with this office in the cause stated thereon.

Witness my hand and the seal of the court this

30 day of Sept, 1997.

Anna M. Bates
Clerk of the Lake Circuit and Superior Courts

By: Jane Sachar
Deputy Clerk