

Ticor Sch 99206551  
Hastings

(4)

STATE OF INDIANA )

COUNTY OF LAKE

99086599

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99 OCT FILED

**AFFIDAVIT OF ANDREW L. MATHIAS**

MORRIS W. CARTER  
1999

I, Andrew L. Mathias, make this affidavit regarding the ~~PETER BENCARD~~ commitment prepared by Ticor Title Insurance Company on 7423 Hohman Avenue, Hammond, Indiana (Order Number 099206551; effective date June 24, 1999), Schedule B, Special Exception #4: "Right, title and interest of Thomas J. O'Hara, purchaser(s), under a conditional sales contract dated May 22, 1997 and recorded October 6, 1997 as Document Number 97067438."

The subject real property, 7423 Hohman Avenue, is legally described as follows:

Lot 10, in Block 3, in Southmoor Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 20, Page 27, in the Office of the Recorder of Lake County, Indiana.

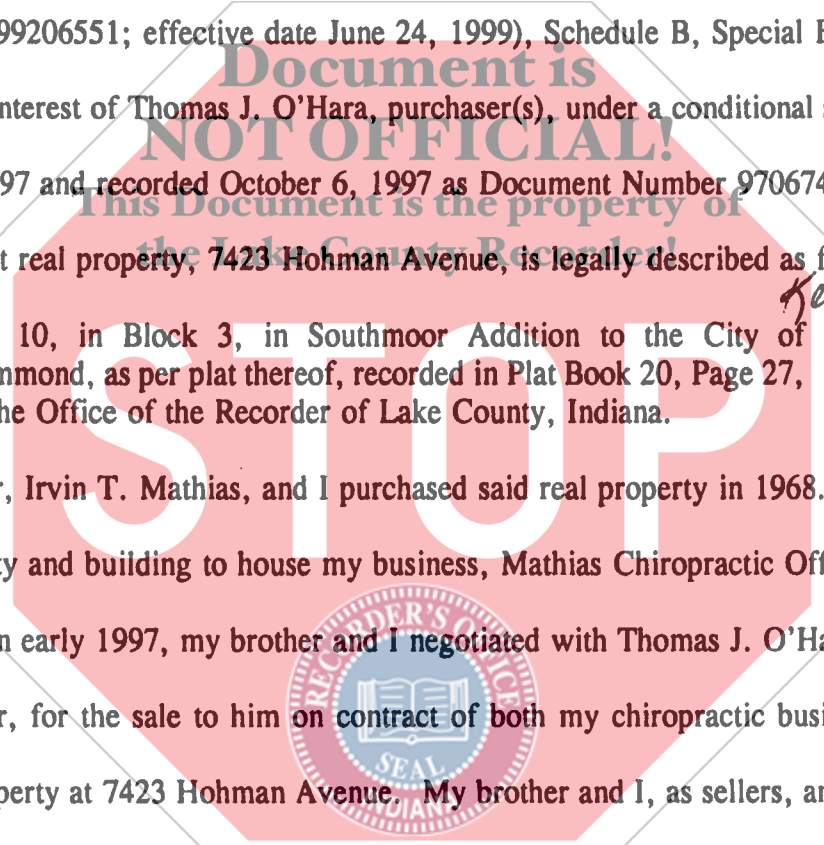
Key # 36-95-10 + 21

My brother, Irvin T. Mathias, and I purchased said real property in 1968. Thereafter, I used that property and building to house my business, Mathias Chiropractic Office, for over 28 years. Then, in early 1997, my brother and I negotiated with Thomas J. O'Hara, who was also a chiropractor, for the sale to him on contract of both my chiropractic business and the improved real property at 7423 Hohman Avenue. My brother and I, as sellers, and Thomas J. O'Hara, as buyer, executed the aforementioned Contract for Conditional Sale of Real Estate on May 22, 1997. We had said contract recorded in the county recorder's office on October 6, 1997, as Document Number 97067438. Said contract called for Mr. O'Hara to make monthly contract payments of \$1,316.29 beginning August 1, 1997. Mr. O'Hara was in default on said contract even before we had it recorded. Mr. O'Hara made no timely payments whatsoever on said contract; he only made two partial payments altogether, one for \$650.00 on January 15, 1998, and another for \$650.00 on March 4, 1998.

A.L.M.

15.00  
E.P.T.

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As my brother and I were considering legal action against Mr. O'Hara for breach of said contract, we received from the U.S. Bankruptcy Court in Gary (on or about May 21, 1998) a "Notice of Commencement of Case Under Chapter 7 of the Bankruptcy Code, Meeting of Creditors, and Fixing of Dates," concerning the Chapter 7 bankruptcy petition filed by Thomas J. and Diana C. O'Hara on May 20, 1998, via the Merrillville, Indiana, office of Peter F. Geraci, which Merrillville office was run by Attorney Robert Higginson. Copy of said notice is attached hereto as Affidavit Exhibit 1.

Over the next three months, I had several contacts with the O'Haras' local bankruptcy attorney, Mr. Higginson. He advised me that, pursuant to the O'Haras' bankruptcy petition and schedules, Thomas J. O'Hara was giving up or relinquishing any and all claim, right and interest under said executory contract for the purchase of 7423 Hohman Avenue. Mr. Higginson also told me that Mr. O'Hara's debt to my brother and me, pursuant to said real estate contract, would be discharged in bankruptcy.

Before May 20, 1998, Mr. O'Hara had already abandoned the land and building at 7423 Hohman Avenue. According to the terms of our contract, Mr. O'Hara committed three acts of default: by failing to make his contract payments, he was in default; by abandoning the property, he was in default; and, by filing insolvency proceedings (bankruptcy), he was in default. Pursuant to the contract, my brother and I declared that contract forfeited and terminated; however, we were prevented--by bankruptcy rules--from serving notice thereof on Mr. O'Hara. I gave oral notice of said declaration to the bankruptcy attorney, Mr. Higginson, by telephone, in June, 1998; he told me that it didn't matter: by the O'Haras' bankruptcy petition, Thomas J. O'Hara gave up all claim to 7423 Hohman Avenue, Hammond. All of the O'Haras' dischargeable debts, including Thomas J. O'Hara's debt to my brother and me on said

a. L. M.

contract, were discharged by the bankruptcy court on August 21, 1998; the bankruptcy court issued its order of final accounting and closing of case one week later, on August 28, 1998.

Further Affiant sayeth naught.

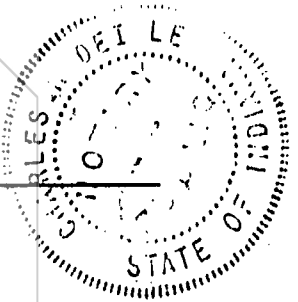
10-14-'99

Andrew L. Mathias  
ANDREW L. MATHIAS

Sworn to and subscribed before me, A Notary Public in and for said county and state,  
this 14<sup>th</sup> day of October, 1999, by Andrew L. Mathias.

Document is  
**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

Charles R. Deible  
CHARLES R. DEIBLE



My commission expires: July 4, 2000

My county of residence: Lake

Prepared by Andrew L. Mathias



HAMMOND DIVISION AT GARY  
610 Connecticut Street  
Gary, IN 46402

UNITED STATES BANKRUPTCY COURT

AFFIDAVIT  
EXHIBIT  
1

Northern District of Indiana (Gary)

NOTICE OF COMMENCEMENT OF CASE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE,  
MEETING OF CREDITORS, AND FIXING OF DATES  
(Individual or Joint Debtor No Asset Case)

Case Number: 98-61573-kl  
Date Filed (or Converted): 5/20/98

IN RE(NAME OF DEBTOR)  
Thomas John O'Hara, 312-50-3568  
Diana Christine O'Hara, 585-53-9645

TO: ANDREW AND IRVINE MATHIAS  
7423 SOUTH HOHMAN  
HAMMOND IN 46322

ADDRESS OF DEBTOR  
8212 Kennedy  
Highland, IN 46322

NAME/ADDRESS OF ATTORNEY FOR DEBTOR

Peter F. Geraci  
55 East Monroe St.  
Chicago, IL 60603

TRUSTEE ASSIGNED BY U.S. TRUSTEE

Calvin D. Hawkins  
4858 Broadway  
P.O. Box M859  
Gary, IN 46401

Telephone Number:(312) 332-1800

Telephone Number:(219) 887-2626

DATE/TIME/LOCATION OF MEETING OF CREDITORS

June 16, 1998 at 12:30 pm  
Federal Building  
610 Connecticut Street  
Room 201G  
Gary, IN 46402

Discharge of Debts: Deadline to File a Complaint Objecting to Discharge of the Debtor or to  
Determine Dischargeability of Certain Types of Debts: 08/17/98

AT THIS TIME THERE APPEAR TO BE NO ASSETS AVAILABLE FROM WHICH PAYMENT MAY BE MADE TO UNSECURED CREDITORS.  
DO NOT FILE A PROOF OF CLAIM UNTIL YOU RECEIVE NOTICE TO DO SO.

COMMENCEMENT OF CASE. A petition for liquidation under chapter 7 of the Bankruptcy Code has been filed in this court by or against the person or persons named above as the debtor, and an order for relief has been entered. You will not receive notice of all documents filed in this case. All documents filed with the court, including lists of the debtor's property, debts, and property claimed as exempt are available for inspection at the office of the clerk of the bankruptcy court.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom the debtor owes money or property. Under the Bankruptcy Code, the debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting the debtor to demand repayment, taking action against the debtor to collect money owed to creditors or to take property of the debtor, and starting or continuing foreclosure actions, repossessions, or wage deductions. If unauthorized actions are taken by a creditor against a debtor, the court may penalize that creditor. A creditor who is considering taking action against the debtor or the property of the debtor should review Sec. 362 of the Bankruptcy Code and may wish to seek legal advice. The staff of the clerk of the bankruptcy court is not permitted to give legal advice.

MEETING OF CREDITORS. The debtor (both husband and wife in a joint case) is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, the creditors may elect a trustee other than the one named above, elect a committee of creditors, examine the debtor, and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to creditors.

LIQUIDATION OF THE DEBTOR'S PROPERTY. The trustee will collect the debtor's property and turn any that is not exempt into money. At this time, however, it appears from the schedules of the debtor that there are no assets from which any distribution can be paid to creditors. If at a later date it appears that there are assets from which a distribution may be paid, the creditors will be notified and given an opportunity to file claims.

EXEMPT PROPERTY. Under state and federal law, the debtor is permitted to keep certain money or property as exempt. If a creditor believes that an exemption of money or property is not authorized by law, the creditor may file an objection. An objection must be filed not later than 30 days after the conclusion of the meeting of creditors.

DISCHARGE OF DEBTS. The debtor is seeking a discharge of debts. A discharge means that certain debts are made unenforceable against the debtor personally. Creditors whose claims against the debtor are discharged may never take action against the debtor to collect the discharged debts. If a creditor believes that the debtor should not receive any discharge of debts under Sec. 727 of the Bankruptcy Code or that a debt owed to the creditor is not dischargeable under Sec. 523(a)(2), (4), (6) or (15) of the Bankruptcy Code, timely action must be taken in the bankruptcy court by the deadline set forth above labeled "Discharge of Debts." Creditors considering taking such action may wish to seek legal advice.

For the Court: James Bonini  
Clerk of the Bankruptcy Court

05/20/98  
Date

FORM B9A 0001

Bancap 341 BNC