FILED FOR RECORD

2005 050**2**83

On this day of June, 2005 and for valuable consideration, GLORIA CARNEY and BARBARA KNABENHANS hereby agree as follows:

- On or about April 15, 2004, BARBARA KNABENHANS executed a Contract for Conditional Sale of Real Estate for real property located at 2438 Sherman Street, Gary, Indiana 46406. A copy of the Contract for Conditional Sale of Real Estate is attached hereto.
- 2. Since April 15, 2004, BARBARA KNABENHANS has failed to make some of the monthly payments and balloon payments that are required pursuant to Article I of the Contract for Conditional Sale of Real Estate.
- 3. Since April 15, 2004, BARBARA KNABENHANS has violated Article VII, paragraph 1 of the Contract for Conditional Sale of Real Estate.
- 4. BARBARA KNABENHANS acknowledges and agrees that any and all payments that **This Document is the property of** she has made pursuant to the Contract for Conditional Sale of Real Estate are of nominal value.
- 5. BARBARA KNABENHANS acknowledges and agrees that she no longer wants to purchase the real property located at 2438 Sherman Street, Gary, Indiana 46406 and that it is her desire and intention to terminate any legal or equitable interest she has or may have in the real property. Accordingly, BARBARA KNABENHANS executes a Quitclaim Deed to quitclaim the real property to GLORIA CARNEY.
- 6. BARBARA KNABENHANS acknowledges and agrees that she has violated Article III of the Contract for Conditional Sale of Real Estate, as she has failed to pay real property taxes in the approximate amount of \$1,100.00. BARBARA KNABENHANS has agreed to execute a Promissory Note in the amount of \$1,100.00 for payment of those tax monies. A copy of that

44 2 CS N Promissory Note is attached hereto.

- 7. BARBARA KNABENHANS affirms that she has not caused any liens or encumbrances to be placed on the real property located at 2438 Sherman Street, Gary, Indiana 46406 and acknowledges that doing so would be in violation of Article VII, paragraph 1 and Article XI of the Contract for Conditional Sale of Real Estate.
- 8. BARBARA KNABENHANS acknowledges that execution of the Quitclaim Deed, Promissory Note, or this Agreement do not terminate GLORIA CARNEY'S right to pursue any and all additional remedies available to her under the Contract for Conditional Sale of Real Estate.
- 9. GLORIA CARNEY agrees to allow BARBARA KNABENHANS to quitclaim the real property to her, but does not release BARBARA KNABENHANS from any or any and all additional legal remedies that may be available to her under the Contract for Conditional Sale of

Real Estate.

This Document is the property of the Lake County Recorder!
day of June, 2005.

Signature

CLORIA J. CARNER

Printed Name

PROMISSORY NOTE

\$ _1,100.00

Due Date: September 8, 2005

On or before the day of June, 2005, for value received, the undersigned promises to pay to the order of GLORIA CARNEY the sum of One Thousand One Hundred Dollars (\$1,100.00), at 2677 South 75 West, LaPorte, Indiana 46350 or at such other place as the holder hereof may direct in writing, with interest thereon at the rate of five per centum (5%) per annum from the date of this instrument until maturity, and eighteen per centum (18%) per annum after maturity until paid, with attorneys' fees and costs of collection, and without relief from valuation and appraisement laws.

The maker and endorser waives demand, presentment, protest, notice of protest and notice of nonpayment or dishonor of this note, and each of them consents to extensions of the time of payment of this note.

No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

SIGNED AND DELIVERED AT Lake County, Indiana this 16 day of the Lake County Recorder.

SIGNATURE

Printed:

Address: WAYO Walnut

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