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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MUTUAL RELEASE AND SETTLEMENT AGREEMENT OF ALL PARTIES

(Amended in Bold July 2, 2005)

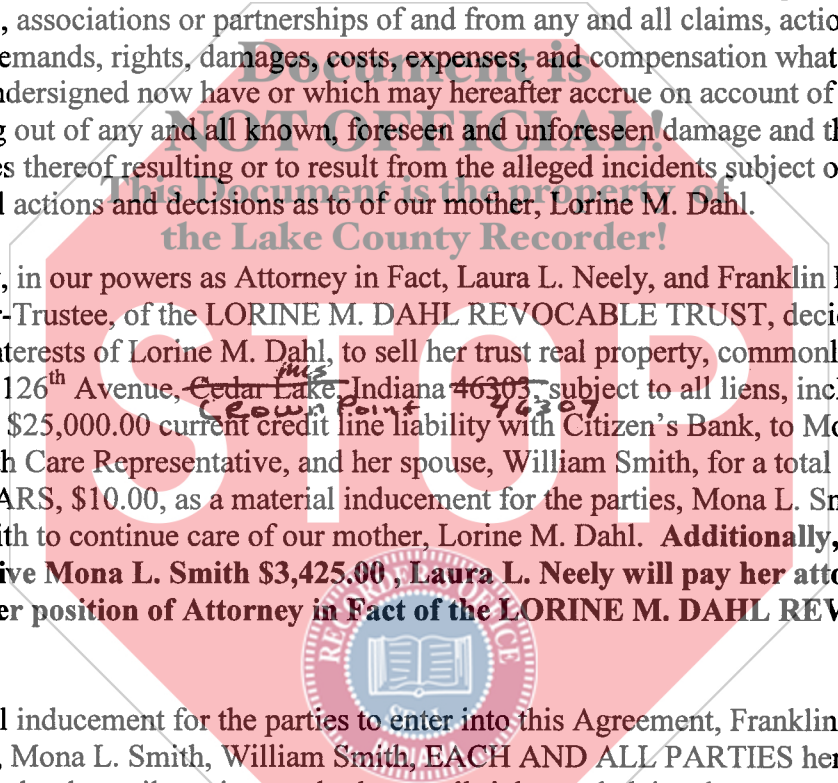
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MICHAEL A. BROWN
RECORDER

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being of lawful age, for the consideration of following paragraphs and a total sum of TEN DOLLARS, \$10.00, to be paid to Franklin D. Moen and Laura Neely together jointly on May 9, 2005, do hereby and for our heirs, executors, administrators, successors and assigns release acquit and forever discharge Mona L. Smith and William Smith and their agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known, foreseen and unforeseen damage and the consequences thereof resulting or to result from the alleged incidents subject of their care and financial actions and decisions as to of our mother, Lorine M. Dahl.



Additionally, in our powers as Attorney in Fact, Laura L. Neely, and Franklin D. Moen, as Successor-Trustee, of the LORINE M. DAHL REVOCABLE TRUST, decide that it is in the best interests of Lorine M. Dahl, to sell her trust real property, commonly known as: 7529 W. 126th Avenue, Cedar Lake, Indiana 46303, subject to all liens, including the approximate \$25,000.00 current credit line liability with Citizen's Bank, to Mona L. Smith, Health Care Representative, and her spouse, William Smith, for a total sum of TEN DOLLARS, \$10.00, as a material inducement for the parties, Mona L. Smith and William Smith to continue care of our mother, Lorine M. Dahl. **Additionally, Laura L. Neely will give Mona L. Smith \$3,425.00, Laura L. Neely will pay her attorney fees related to her position of Attorney in Fact of the LORINE M. DAHL REVOCABLE TRUST).**

As a material inducement for the parties to enter into this Agreement, Franklin D. Moen, Laura Neely, Mona L. Smith, William Smith, EACH AND ALL PARTIES hereto knowingly and voluntarily waives and releases all rights and claims known and unknown, against each and every other party to this Agreement each and every party to this Agreement's predecessors, successors, assigns, trustees, directors, officers, employees, agents, insurers, attorneys, representatives, affiliates and subsidiaries (and trustees, directors, officers, employees, agents, insurers, attorneys and representatives of such affiliates and subsidiaries) and all persons acting by, through, under or in concert with any of them, or any of them collectively, "Releases"), which each party to this Agreement now has, owns or holds, or claim to have, own or hold, or which any party to this Agreement at any time heretofore had, owned or hold, or which any party to this Agreement now has, owns or holds, or claim to have, own or hold, against each or any of the Releasees based upon any act, event, or omission which occurred on or before the date this Agreement is signed by that party to this Agreement. The claim or claims released in this Agreement include, but are not limited to, all rights

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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May 9, 2005 (Amended July 2, 2005)

or claims any way related to arising out of the subject actions or events that occurred between the parties including but not limited to any contracts that were created or surmised. The claim or claims releases in this Agreement also include any claim the parties may have pursuant to any state, federal, or other government statute, regulation, rule, or ordinance.

Additionally, Laura L. Neely agrees upon full execution of this Settlement Agreement and Mutual Release, Amended July 2, 2005, to resign her position as Attorney in Fact, in order that Mona L. Smith may assume those duties.

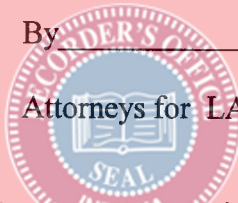
The undersigns hereby expressly waive the provision of section 1542 of the Civil Code of the State of California, which reads as follows:

- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

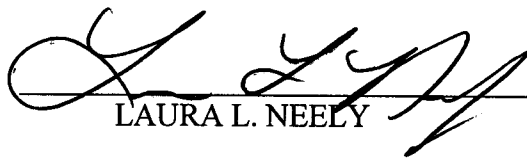
APPROVED AS TO FORM AND CONTENT:

By _____

Attorneys for LAURA L. NEELY



Executed at Crown Point Ind., Indiana, this 16 day of July, 2005



 LAURA L. NEELY

Executed at _____, Indiana, this _____ day of _____, 2005

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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May 9, 2005 (Amended July 2, 2005)

APPROVED AS TO FORM AND CONTENT:

By _____

Attorneys for MONA L. SMITH and WILLIAM SMITH

Executed at _____, Indiana, this 16 day of July, 2005

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

Mona L. Smith
MONA L. SMITH

Executed at Crown Point, Indiana, this 7 day of 16, 2005

William Smith
WILLIAM SMITH

Executed at Crown Point, Indiana, this 16 day of July, 2005

Franklin D. Moen
FRANKLIN D. MOEN

Executed at Monarch Beach, California, this 3 day of July, 2005