

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

IN THE LAKE SUPERIOR COURT  
STATE OF INDIANA ROOM NO. FIVE  
LAKE HAMMOND, INDIANA  
FILED FOR RECORD

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CITY OF HAMMOND, INDIANA )  
a municipal corporation, )  
Plaintiff )

2008 NOV 12 AM 9:47

MICHAEL A. BROWN  
CAUSE NO. 045205-0605-PL-00072

v.

WILLIAM T. HINTON, CHASE )  
MANHATTAN MORTGAGE )  
CORPORATION, ASSIGNEE OF SELECT )  
HOME MORTGAGE CORPORATION, )  
AND THE UNITED STATES )  
DEPARTMENT OF TREASURY, )  
Defendants )

RECEIVED

Filed in Open Court

JUL -2 2008

William E. Davis  
Judge, Lake Superior Court  
Civil Division, Court Room 5

**ORDER APPROVING  
FINAL AGREEMENT AND SETTLEMENT**

This matter, having come before the Court on the parties filing of a Final Agreement and Settlement, the same being in the words and figures as follows, to-wit, and the Court having examined the same and being duly advised in the premises, now ORDERS, ADJUDGES and DECREES as follows:

1. That the Plaintiff, **City of Hammond, Indiana, a municipal corporation**, as of May 13, 2006, shall have all title to the real estate legally described as follows:

Lot 91 and the North 6 1/4 feet of Lot 92, Stafford and Trankle's 7th Addition to Hammond, as shown in Plat Book 6, page 42, in Lake County, Indiana.

**COMMONLY KNOWN As 4933 ASH AVENUE, HAMMOND, IN, 46327**

2. That the Auditor of Lake County, Indiana, shall permanently transfer the real estate described above from the defendant, **William T. Hinton**, and place title therein in the name of the **City of Hammond, Indiana, a municipal corporation**, effective this date.

3. That the amount of Seventy Thousand and 00/100ths (\$70,000.00) Dollars is accepted by this Court and the parties hereto as the amount of damages which would have been awarded by the Court, through trial or otherwise.

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4. That the defendants, **William T. Hinton** and **Chase Manhattan Mortgage Corporation, assignee of Select Home Mortgage Corporation**, shall be deemed to have received the total sum of Seventy Thousand and 00/100ths (\$70,000.00) Dollars as total damages in this case payable as follows:

- a. The sum of Seven Thousand Five Hundred and 00/100ths (\$7,500.00) Dollars payable to the defendant, **William T. Hinton**, and his attorneys, Smith & DeBonis, LLC; and
- b. The sum of Sixty-Two Thousand Five Hundred and 00/100ths (\$62,500.00) Dollars payable to the defendant, **Chase Manhattan Mortgage Corporation, assignee of Select Home Mortgage Corporation**, and its attorneys, Leonard, Street & Deinard.

5. The City of Hammond shall pay the defendants, **William T. Hinton** and **Chase Manhattan Mortgage Corporation, assignee of Select Home Mortgage Corporation**, the sum of Seventy Thousand and 00/100ths (\$70,000.00) Dollars within sixty (60) days of this Order.

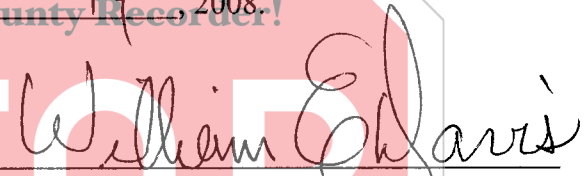
6. That the defendant, **Chase Manhattan Mortgage Corporation, assignee of Select Home Mortgage Corporation**, shall upon payment by the City of Hammond, Indiana cancel the note with William T. Hinton and release the mortgage on the property commonly known as 4933 Ash Avenue, Hammond, IN, 46327, and shall request that the credit reporting agencies to which it reports remove all negative credit references with regard to the defendant, **William T. Hinton**, to the extent that such references relate to the loan secured by 4933 Ash Street, Hammond, Indiana, as permitted by law.

7. That, in consideration of the terms set forth above and other good and valuable consideration, the parties are hereby deemed to have released and forever discharged one another of and from any and all claims, demands, actions, causes of action, liabilities, suits, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments whatsoever, state or federal, in law or equity, whether known or unknown,

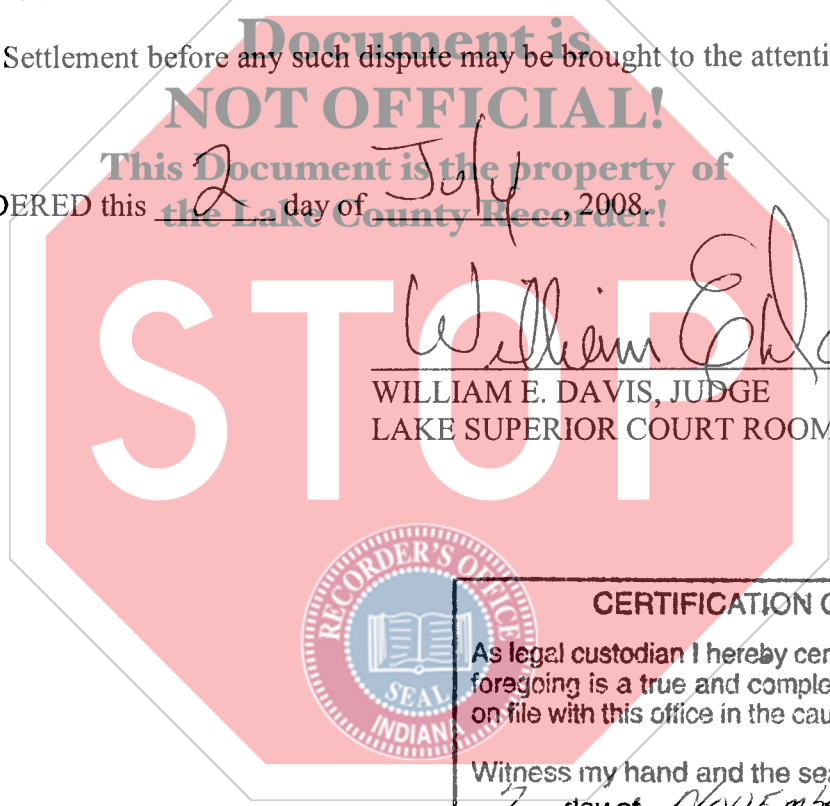
asserted or unasserted, suspected or unsuspected, which they may now have or hereafter have or claim to have against any other party to these proceedings for, upon, or by reason of any matter, event, cause or thing whatsoever, arising out of, based in whole or in part upon, relating to, or existing by reason of the facts, circumstances, transactions, events, occurrences, acts, omissions or failures to act, of whatever kind or character whatsoever, with respect to any and all matters that were asserted or could have been asserted in the above-captioned litigation.

8. That, in the event that any dispute concerning the terms and conditions of the Final Agreement and Settlement and/or compliance with the same arises among or between any of the parties thereto, the parties are hereby required to meet and confer with one another regarding such dispute, and the parties shall be afforded a reasonable time period (of no less than fourteen (14) days) within which to cure any alleged misconduct or violation of the Final Agreement and Settlement before any such dispute may be brought to the attention of this or any Court.

SO ORDERED this 2 day of July, 2008.

  
WILLIAM E. DAVIS, JUDGE  
LAKE SUPERIOR COURT ROOM FIVE

Distribution:  
D. Westland  
T. Smith  
T. Noteboom



**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 7 day of November, 2008  
Thomas R. Phelan  
Clerk of the Lake Circuit and Superior Courts  
By Beverly Hunt  
Deputy Clerk