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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL A. BROWN
RECORDER

STATE OF INDIANA)
)ss:
COUNTY OF LAKE)

In re:)
JIMMIE O. MILLER and)
ALFRED MILLER,)
Deceased.)

AFFIDAVIT OF SURVIVORSHIP

Comes now the undersigned Affiant, ALFRED CARROLL, and after being duly sworn on his oath, states as follows:

1. That ALFRED MILLER and JIMMIE MILLER A/K/A JIMMIE O. MILLER held, as husband and wife and tenants by the entireties, a fee simple interest in the following parcel of real estate located within Lake County, Indiana, to wit:

Parcel # 1

Legal Description: Lots 20 and 21, in Block 6, in the Jefferson Land and Realty Company's Subdivision No. 1 to Tolleston, in the City of Gary, as per plat thereof, recorded in Plat Book 6, page 48, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: ^{Tax map} 1139 Marshall St., Gary, IN 46409

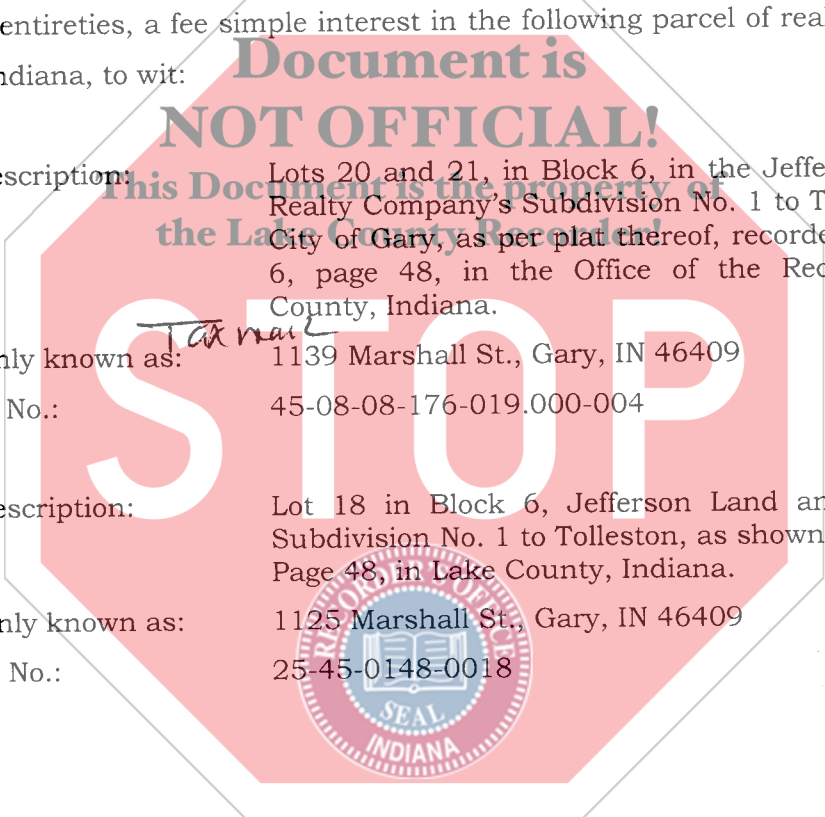
Tax I.D. No.: 45-08-08-176-019.000-004

Parcel # 2

Legal Description: Lot 18 in Block 6, Jefferson Land and Realty Co.'s Subdivision No. 1 to Tolleston, as shown in Plat Book 6, Page 48, in Lake County, Indiana.

Commonly known as: 1125 Marshall St., Gary, IN 46409

Tax I.D. No.: 25-45-0148-0018



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**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

018258

25.00
as
CP

Parcel # 3

Legal Description: Lot 19 in Block 6, Jefferson Land and Realty Co.'s Subdivision No. 1 to Tolleston, as shown in Plat Book 6, Page 48, in Lake County, Indiana.

Commonly known as: 1131 - 33 Marshall St., Gary, IN 46409

Tax I.D. No.: 25-45-0148-0019

2. That JIMMIE MILLER A/K/A JIMMIE O. MILLER passed on February 22, 2008.
3. That ALFRED MILLER passed on September 17, 2008.
4. Prior to his passing, Alfred Miller caused an Affidavit of Survivorship to be filed with respect to the above-referenced matter which was recorded on July 21, 2008. However, the records reflecting the current ownership of the property and other issues is not correctly reflected as the owner of records listed by the records of the Lake County Assessor's Office is 'Alford Miller.' However, Alfred Miller is the correct name as reflected on the documents recorded and Alfred Miller and Alford Miller are one in the same person.
5. That no application or petition for the appointment of a personal representative is pending or has been granted in any jurisdiction nor is any administration contemplated for JIMMIE MILLER A/K/A JIMMIE O. MILLER or ALFRED MILLER.
6. More than forty-five (45) days have passed since JIMMIE MILLER A/K/A JIMMIE O. MILLER and ALFRED MILLER have respectively passed.
7. That BRANDY COLLINS is entitled to **fee simple title** in the above-mentioned property as a result of the following:
 - a. ALFRED MILLER acquired fee simple title in his sole name upon JIMMIE MILLER A/K/A JIMMIE O. MILLER'S passing for the reason that "[u]pon the death of either party to the marriage, the survivor is considered to have owned the whole of all rights" to the property from the time the married couple acquired the title pursuant to I.C. 32-17-3-1(c).
 - b. That ALFRED MILLER and JIMMIE MILLER A/K/A JIMMIE O. MILLER were married at the time they originally acquired the properties identified above.
 - c. That the heirs at law of ALFRED MILLER are as follows:
 - i. Patricia Miller, adult daughter;

- ii. Brandy Collins, adult grandchild;
- iii. Alfred Carroll, adult grandchild; and
- iv. Channing Collins, adult grandchild.

d. Pursuant to the terms of a written family settlement agreement reached between those heirs at law; ALFRED CARROLL is entitled to free and clear title to the property at issue herein.

- 8. That the value of JIMMIE MILLER A/K/A JIMMIE O. MILLER's and ALFRED MILLER'S respective gross probate estate, after liens and encumbrances, does not exceed \$50,000.
 - 9. No Indiana inheritance taxes, inheritance taxes from other states or countries, federal estate taxes, or other taxes accruing as a result of his death are owed by reason of the decedent's death.
- FURTHER YOUR AFFIANT SAYETH NAUGHT.

Date: Mar 3 - 08 Affiant: Alfred Carroll
 STATE OF INDIANA)
) ss: ALFRED CARROLL
 COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALFRED CARROLL and, being first duly sworn upon his oath, stated that the facts alleged in the foregoing instrument are true.

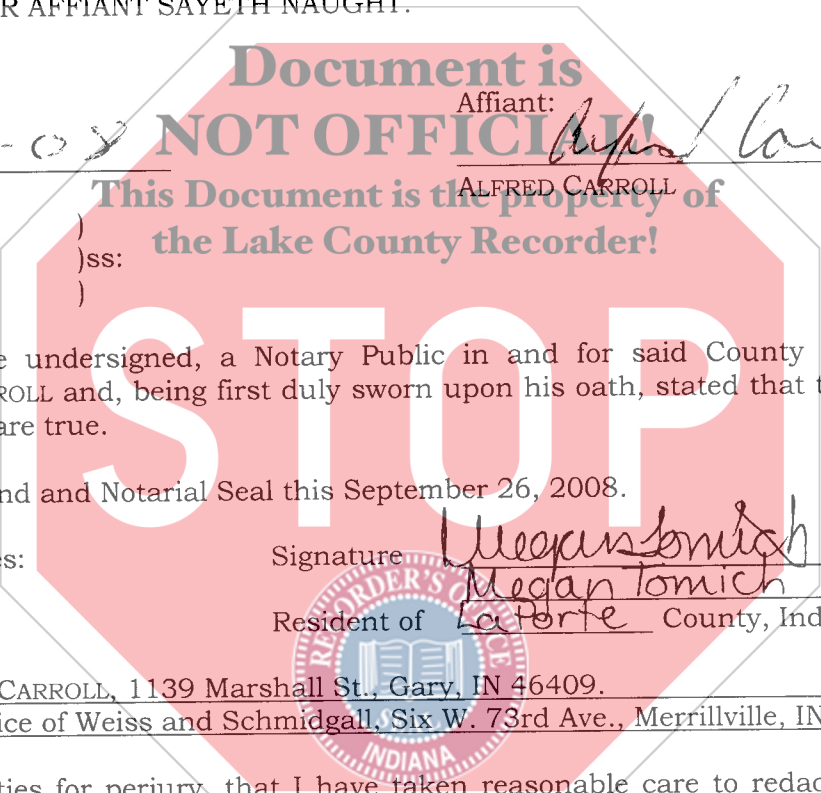
Witness my hand and Notarial Seal this September 26, 2008.

My commission expires: 2/25/14
 Signature: Megan Tomich
 Resident of Laporte County, Indiana

Tax Bills To: ALFRED CARROLL, 1139 Marshall St., Gary, IN 46409.
 Return To: Law Office of Weiss and Schmidgall, Six W. 73rd Ave., Merrillville, IN 46410

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Alfred Carroll



STATE OF INDIANA)
)ss:
COUNTY OF LAKE)

In re:)
JIMMIE O. MILLER and)
ALFRED MILLER,)
 Deceased.)

**COMPROMISE AND FAMILY SETTLEMENT AGREEMENT REGARDING THE
ESTATES OF JIMMIE O. MILLER AND ALFRED MILLER, DECEASED**

This Compromise and Family Settlement Agreement (hereinafter 'Agreement') is hereby entered into by and between Patricia Miller (adult child), Brandy Collins (adult grandchild), Alfred Carroll (adult grandchild), and Channing Collins (adult grandchild) (hereinafter 'the Parties' or simply 'Parties').

The Parties are the heirs at law of the Estates of Jimmie O. Miller and Alfred Miller, respectively (hereinafter 'the Estates' or simply 'Estates') and there is, or could be, a dispute among them as to the disposition of their estates and division of property among them and/or with the Estates. With respect to those potential claims and issues, the Parties have reached an agreement and desire to compromise, finally settle their differences, and fully release any and all claims against each other regarding the Estates.

Accordingly, the Parties hereby make a full, complete, and general unconditional and irrevocable release and forever discharge the Other Parties and the Estates, their agents, heirs, executors, administrators, agents, successors, assigns, affiliates, legal representatives, and attorneys, none of whom admit any liability to the other, but all dispute any liability of and from any and all manner of actions, causes of actions, suits, accounts, contracts, debts, claims, and demands whatsoever, at law or in equity, and however arising, up to the date of this instrument other than their respective duties or obligations defined in this Agreement.

In exchange for and in consideration for the same, the Parties hereby agree as follows:

1. Brandy Miller shall receive title to and possession of the following assets:
 - a. 1999 Nissan Pathfinder, VIN # HN8AR07Y1XW354630;
 - b. The real property having a common address of 1130 Marshall St., Gary, Indiana with all articles of personal property contained therein.

2. Alfred Carroll shall receive title to and possession of the following assets:
 - a. 1995 Pontiac Trans Am, VI # 2G2FV22P1S2213384;
 - b. The real property with the following common addresses with all articles of personal property therein:
 - i. 1125 Marshall St., Gary, IN;
 - ii. 1131-33 Marshall St., Gary, IN; and
 - iii. 1139 Marshall St., Gary, IN.

3. Patricia Miller and Alfred Collins shall receive the following articles of personal property:
 - a. Prudential Financial, Inc. Stock Certificate # PRU010917 (37 shares)
 - b. Microsoft Corp. Stock Certificate # MS556752 (20 shares)
 - c. Microsoft Corp. Stock Certificate # MS606784 (20 shares)
 - d. WorldCom, Inc. Stock Certificate # WCG27287 (650 shares)
 - e. Cicso Systems, Inc. Stock Certificate # FBU276548 (100 shares)

4. The Parties agree and understand that certain affidavits cannot be recorded and/or filed with the respective agency until the following date:
 - a. **BMV Affidavits to Transfer Title to Motor Vehicles Cannot be Filed Until Monday, September 22, 2008;**
 - b. **Affidavits of Heirship to Real Property Cannot be Filed Until Monday, November 3, 2008;**
 - c. **Small Estate Affidavits to Transfer Stock Cannot be Filed/Used Until Monday, November 3, 2008.**

Notwithstanding the same, the Parties agree that the persons to receive any of the foregoing shall be entitled to possession and enjoyment of use and profits from the same until such time as title is actually transferred regarding the same.

5. The parties receiving any such personal or real property pursuant to this agreement shall do so by executing Affidavits of Heirship or other Small Estate Affidavits, on in the case of motor vehicles Affidavits in the form provided by the Indiana Bureau of Motor Vehicles. The person receiving such property will bear the costs of recording and/or filing the Affidavits.

6. Each Party covenants and warrants that they have had an opportunity to obtain a full and complete disclosure of all property owned by the Estates as well as conduct their own investigations into the same regarding the assets of the Estates, both real and personal, tangible and intangible. The Parties are entering into this Agreement based upon their satisfaction as to the knowledge of the information regarding the Estates' respective assets and their knowledge of the claims by and between the Parties and Estates concerning those assets.

7. Each Party acknowledges that he or she has the right to consult and/or be represented by independent counsel in the negotiation of this Agreement. Should any party elect to proceed to elect to enter into this legally binding contract without speaking to independent counsel prior to execution of this Agreement, that such election not to seek independent counsel shall have no effect on this Agreement, that each Party has read the Agreement and understands that meaning and legal consequences of the Agreement; that each party elects to enter into this legally binding contract knowingly and voluntarily; and that the Agreement is not unconscionable in any respect as a matter of law.

8. Further, all parties recognize and agree that Attorney Shaun T. Olsen, Esq. and the Law Office of Weiss and Schmidgall did not represent any Party to this Agreement nor did they assist in the negotiation of the same. The Parties

further agree that Attorney Olsen and the Law Office of Weiss and Schmidgall's only involvement in this Agreement was to act as a scrivener to prepare the necessary documents to effectuate the Parties' agreement and that all Parties have had the opportunity to request changes or alterations to this Agreement.

Notwithstanding the same, to the extent that it may appear that Attorney Olsen and/or the Law Office of Weiss and Schmidgall did represent one or more Parties to this Agreement or otherwise participate in the negotiations, there may be conflict of interest that precludes Attorney Olsen and the Law Office from working further on this matter. Being advised of the potential conflict of interest, all Parties agree to waive any conflict of interest that may exist, and in the event that this Agreement were not consummated and the Parties come to dispute, all Parties agree that Attorney Olsen and the Law Office of Weiss and Schmidgall may continue to represent Brandy Collins with respect to this matter and any of the other Parties with respect to any other unrelated matter.

9. Other than the rights, obligations and duties arising under this Agreement, the Parties release each other and the Estates which extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, as of the date this Agreement is consummated with respect to the property rights in and to the Estates.
10. Each respective Party shall bear the cost of any inheritance or other taxes that may be assessed as a result of this transfer or that may otherwise be assessed against the property(ies) received under this Agreement.
11. All Parties agree to accept whatever property they may be receiving under this Agreement "as is" and with any mortgage, debt, real or personal property tax, or other security interest that may already be against the same.
12. Except as otherwise provided in this Release and Agreement, the Parties will hold in strict confidence all information, facts, and terms of this transaction as well as all information exchanged by them regarding the Estate. The Parties agree that they will not disclose any information, facts, or documents regarding the Parties' respective claims or prior claims unless they are compelled or required to disclose such information, facts, or documents by terms of judicial or administrative process. Notwithstanding the same, the Parties agree though that they may divulge such information to their respective accountants, auditors, financial and legal advisors, so long as such parties agree to keep such information confidential.
13. This Agreement represent the entire Agreement among the Parties with respect to the subject matter hereof, and shall not be modified or affected by any offer, proposal, statement, or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof.

[The balance of this page is left intentionally blank]

Signature Patricia A Miller
Printed **Patricia Miller**

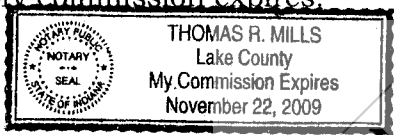
Dated: 9 29 08

State of Indiana)
)ss:
County of Lake)

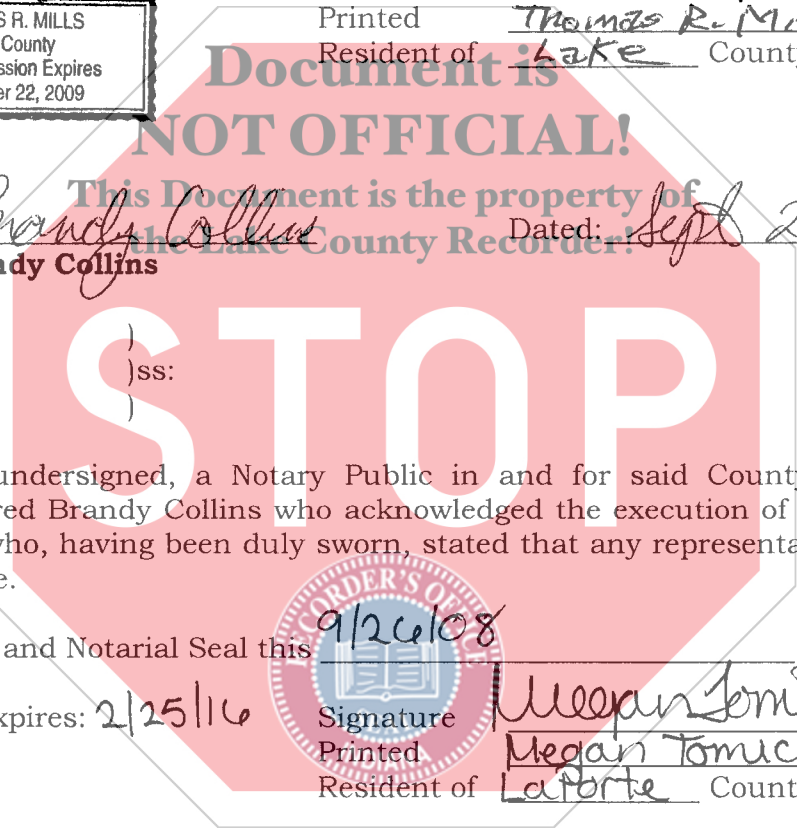
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patricia Miller who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of Sept 2008

My commission expires:



Signature Thomas R. Mills
Printed Thomas R. Mills
Resident of Lake County, Indiana.



Signature Brandy Collins
Printed **Brandy Collins**

Dated: Sept 26, 2008

State of Indiana)
)ss:
County of Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brandy Collins who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9/26/08

My commission expires: 2/25/16

Signature Megan Tomich
Printed Megan Tomich
Resident of LaPorte County, Indiana.

[The balance of this page is left intentionally blank]

Signature *Alfred Carroll*
Printed **Alfred Carroll**

Dated: 9/26/08

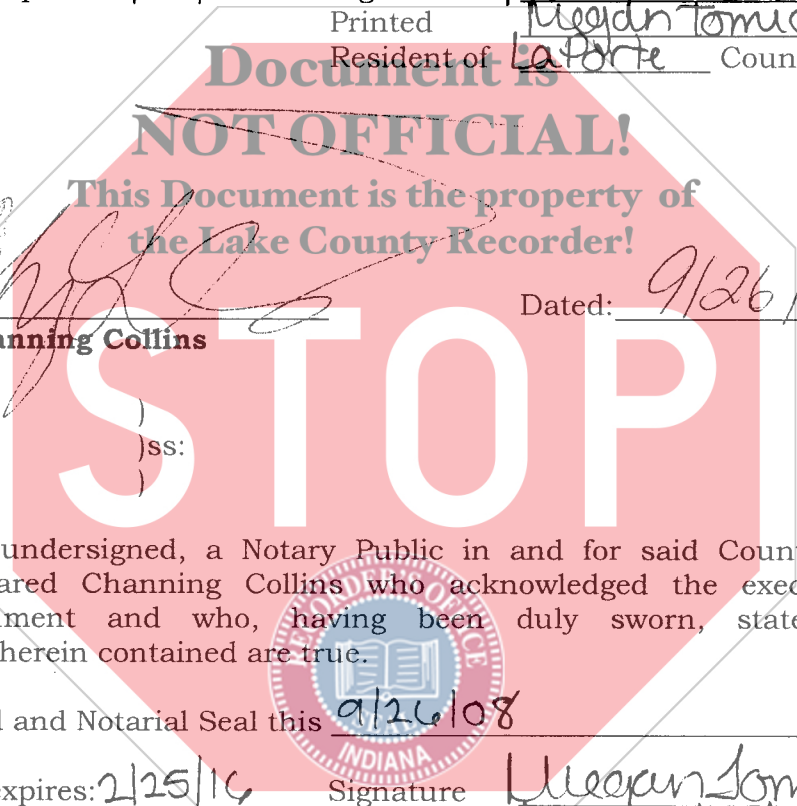
State of Indiana)
)ss:
County of Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alfred Carroll who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9/26/08

My commission expires: 2/25/16

Signature *Megan Tomich*
Printed Megan Tomich
Resident of LaPorte County, Indiana.



Signature *Channing Collins*
Printed **Channing Collins**

Dated: 9/26/08

State of Indiana)
)ss:
County of Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Channing Collins who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9/26/08

My commission expires: 2/25/16

Signature *Megan Tomich*
Printed Megan Tomich
Resident of LaPorte County, Indiana.