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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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2011 DEC 16 AM 11:53

MICHAEL J. HAN  
RECORDER

AGREEMENT TO CANCEL MORTGAGE  
AND RECONVEY REAL ESTATE

This agreement is made this 4TH day of DECEMBER, 2011 by and between the Elgart Martin Revocable Trust dated April 12, 2007, herein referred to as Martin, and Paul Joseph O'Laughlin and Carol Renee O'Laughlin, husband and wife, herein referred to as O'Laughlin.

WHEREAS, in 2008 Martin owned the following described real estate situated in Lake County, Indiana, which was occupied by O'Laughlin as renter, to-wit:

The East 225 feet of the West 450 feet of the South 100 feet of the North 1230 feet (except the 25 West feet thereof, which is embraced in a public road) of the Northwest 1/4 of Section 19, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana.

Key Number 09-0009-0055

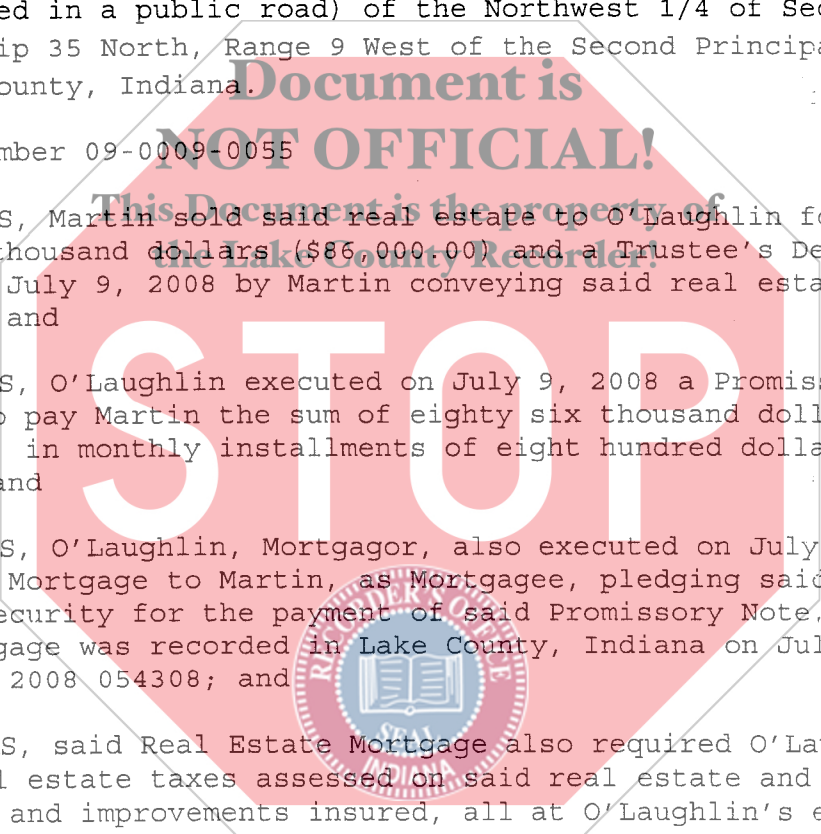
WHEREAS, Martin sold said real estate to O'Laughlin for the sum eighty six thousand dollars (\$86,000.00) and a Trustee's Deed was executed on July 9, 2008 by Martin conveying said real estate to O'Laughlin; and

WHEREAS, O'Laughlin executed on July 9, 2008 a Promissory Note promising to pay Martin the sum of eighty six thousand dollars (\$86,000.00) in monthly installments of eight hundred dollars (\$800.00); and

WHEREAS, O'Laughlin, Mortgagor, also executed on July 9, 2008 a Real Estate Mortgage to Martin, as Mortgagee, pledging said real estate as security for the payment of said Promissory Note, which Real Estate Mortgage was recorded in Lake County, Indiana on July 29, 2008 as document 2008 054308; and

WHEREAS, said Real Estate Mortgage also required O'Laughlin to pay the real estate taxes assessed on said real estate and keep said real estate and improvements insured, all at O'Laughlin's expense; and

WHEREAS, O'Laughlin ceased making payments required by said Promissory Note on or about November 1, 2011 with an outstanding



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principal balance of seventy six thousand two hundred thirty-four dollars and eighteen cents (\$76,234.18); and

WHEREAS, O'Laughlin has not paid the real estate taxes for 2009, due and payable in 2010, and 2010, due and payable in 2011, and the unpaid real estate taxes, plus delinquent fees, total two thousand six hundred seventy-seven dollars and fifty-five cents (\$2,677.55); and

WHEREAS, O'Laughlin has not secured insurance on the real estate and improvements; and

WHEREAS, O'Laughlin is in default of said Real Estate Mortgage.

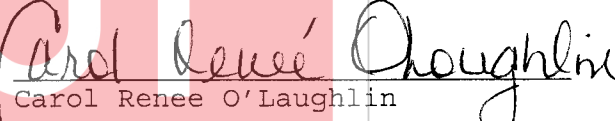
NOW, THEREFORE, IT IS AGREED by the parties:

1. That, in order to avoid mortgage foreclosure proceedings, O'Laughlin will execute a deed conveying said real estate to Martin.
2. That Martin will cancel said Promissory Note and will execute a release of the Real Estate Mortgage.
3. That Martin will assume and pay all real estate taxes and delinquent fees.
4. That O'Laughlin will deliver to Martin and Martin will accept from O'Laughlin said real estate, on or before November 30, 2011, free and clear of any obligation one to the other.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the aforementioned date.

  
Elgart Martin, Trustee  
Elgart Martin Revocable Trust  
dated April 12, 2007

  
Paul Joseph O'Laughlin

  
Carol Renee O'Laughlin



STATE OF Kentucky, COUNTY OF Logan, SS:

Before me, the undersigned, a Notary Public in and for said county and state, on this 9th day of December, 2011, personally appeared Elgart Martin, Trustee of Elgart Martin Revocable Trust dated April 12, 2007, and duly acknowledged the execution of the above and foregoing Release of Mortgage as and for his voluntary act and deed.

WITNESS my hand and notarial seal.

My Commission Expires:  
12-27-2014

Janeen Thomas  
Notary Public  
Residing in Logan County

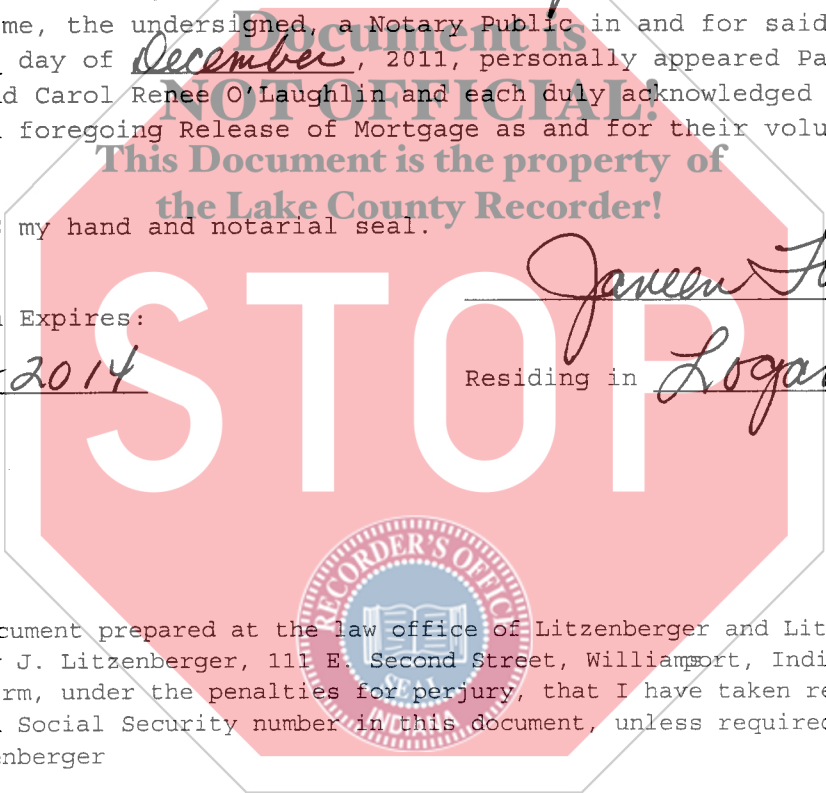
STATE OF Kentucky, COUNTY OF Logan, SS:

Before me, the undersigned, a Notary Public in and for said county and state, on this 9th day of December, 2011, personally appeared Paul Joseph O'Laughlin and Carol Renee O'Laughlin and each duly acknowledged the execution of the above and foregoing Release of Mortgage as and for their voluntary act and deed.

WITNESS my hand and notarial seal.

My Commission Expires:  
12-27-2014

Janeen Thomas  
Notary Public  
Residing in Logan County



This document prepared at the law office of Litzengerger and Litzengerger, P.C., by Nancy J. Litzengerger, 111 E. Second Street, Williamsport, Indiana 47993-0187. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."  
Nancy J. Litzengerger