

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

IN THE LAKE SUPERIOR COURT  
CIVIL DIVISION, ROOM THREE  
GARY, INDIANA

IN RE: THE MARRIAGE OF: )  
 )  
SHIRLEY LESLIE-BALLARD, )  
 )  
Wife, )  
 )  
and )  
 )  
FRANK T. BALLARD, )  
 )  
Husband. )

CAUSE NO. 45D03-0810-DR-01019-EFT

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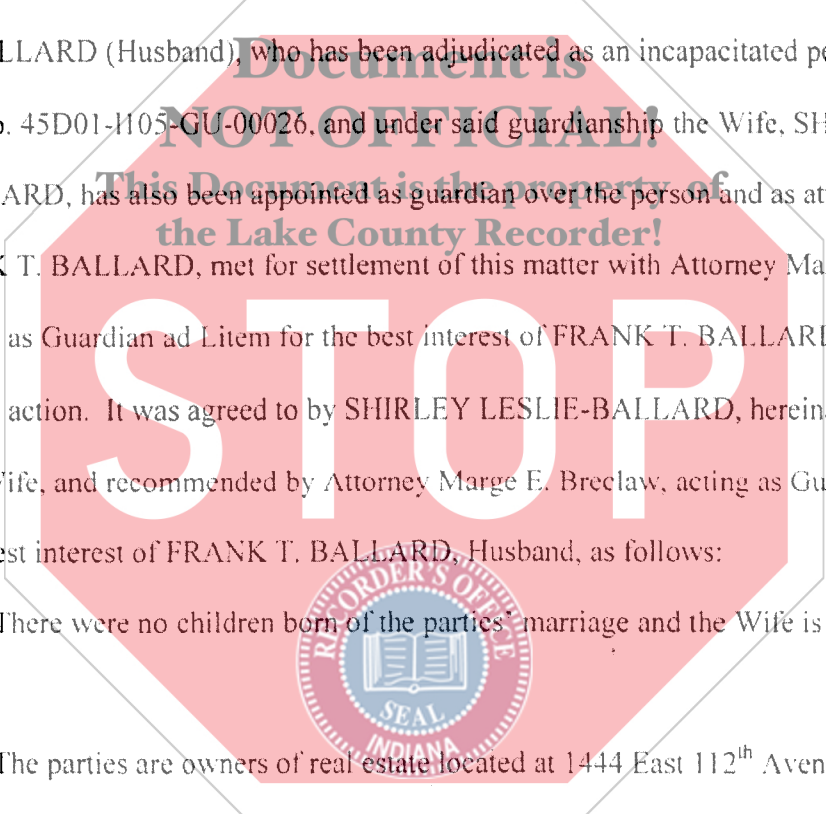
MICHAEL E. BREWSTER  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

**FINAL PROPERTY SETTLEMENT AGREEMENT**

The parties, SHIRLEY LESLIE-BALLARD (Wife), represented by Reva J. [redacted] and FRANK T. BALLARD (Husband), who has been adjudicated as an incapacitated person under Cause No. 45D01-1105-GU-00026, and under said guardianship the Wife, SHIRLEY LESLIE-BALLARD, has also been appointed as guardian over the person and as attorney-in-fact for FRANK T. BALLARD, met for settlement of this matter with Attorney Marge E. Breclaw, acting as Guardian ad Litem for the best interest of FRANK T. BALLARD, Husband in this action. It was agreed to by SHIRLEY LESLIE-BALLARD, hereinafter referred to as Wife, and recommended by Attorney Marge E. Breclaw, acting as Guardian ad Litem for the best interest of FRANK T. BALLARD, Husband, as follows:

1. There were no children born of the parties' marriage and the Wife is not pregnant.
2. The parties are owners of real estate located at 1444 East 112<sup>th</sup> Avenue, Crown Point, Indiana. The Wife had a pre-marital contribution of approximately \$125,000.00 and there is a mortgage loan as of date of filing in the amount of \$187,000.00 which, given the value of said real estate, leaves a negative balance and no equity in said property. As such,



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Wife is awarded said property subject to the mortgage and other liens on same and Husband shall have no interest or liability in said property.

3. The Husband is also the owner of real estate, a town home, located at 528 Thomas Jefferson Circle, Madison, Tennessee. Said property is solely in the Husband's name as well as the liability associated with said property. The Husband, immediately prior to date of the Wife's filing of the Petition for Dissolution, gave his son monies to pay the mortgage balance on said property. The son, to the best knowledge of the Wife, did not pay said mortgage balance and as a result there continues to be a mortgage balance on said property in the approximate amount of \$45,000.00 and which mortgage loan is solely in the Husband's name. However, the Husband's son continues to reside at said property and has been regularly paying the mortgage. The Wife does not believe that any significant equity in said property exists and as such Husband's son may be awarded said property if he is able to re-finance the mortgage loan associated with same to remove the Husband's name within one (1) year of the entry of this order. If he is unable to do so, then said property is to be listed for sale, the mortgage balance paid and the equity, if any, shall be given to the Husband for his care or as the Guardianship Court determines is appropriate. If any liability exists, the Husband's estate is responsible for same.

4. There is no personal federal and/or state income tax liability of the parties.

5. The parties have divided their personal property and effects. The Wife shall have as her separate personal property all household goods, furnishings, clothing and jewelry now in her possession, and the Husband shall have as his separate personal property all household goods, furnishings, clothing and jewelry now in his possession. Each party shall be solely responsible for any and all debts that may be associated with the personal property awarded to them and hold the other party harmless as to same.

6. The parties have the following vehicles in their possession: A 2003 Mercedes and a 2003 Ford F-150 pick-up truck. The parties also owned a 2004 Jaguar which vehicle was Husband's and which vehicle was sold and proceeds paid toward the Husband's care which vehicle has been addressed by Medicaid and accounted for by Wife. The Wife shall be awarded exclusive ownership, title, use and possession of the 2003 Mercedes, and the 2003 Ford F-150 pick-up truck and the Husband shall be held harmless for any and all loan payments or any other debts as to same if same exists. Said vehicles have been paid off by the Wife and are already in her name. The Wife shall be responsible to maintain her own automobile insurance on her vehicles and hold the Husband harmless to same.

7. The parties do not owe any joint marital debt subject to division. The Husband has no credit card debts in his name. The Wife shall be responsible for any and all credit card debts she may have individually in her name, and hold the Husband harmless as to same. Further, if same is necessary, the parties will remove the other person's name from his or her credit cards, within thirty (30) days of the entry of the Court's Order. The Wife, as Guardian of the Husband shall close any credit cards in Husband's name.

8. The Wife affirms and attests under the penalties for perjury that they do not have any joint cash and/or deposit accounts subject to division. The Wife has a pre-marital Tech Federal Credit Union account that is awarded to her. There is a Chase Bank checking account that is Husband's account for the deposit of his social security and pension checks and which account the Wife is listed as the power of attorney. Said account shall remain as Husband's separate account and the Wife, under the guardianship case shall continue to pay the necessary expenses and provide the Guardianship Court with an accounting of same as is required. The Wife has shown that she has advanced from her personal account funds that were used for the Husband's care, support and medical concerns in the approximate amount

of \$5,000.00. The Husband may be receiving a reimbursement from his Veterans benefits for the period of time from application for the benefits until he was approved for Medicare, and said Veterans benefit reimbursement shall be awarded to the Wife as re-payment for the post-filing funds that she advanced for the Husband's care as stated above.

9. The Wife shall cooperate, as Guardian of the person and estate of the Husband, with Husband's permanent assisted-living facility, to sign any documentation to make said permanent assisted-living facility the representative payee for Husband's social security benefits; veterans benefits; the health insurance carrier and Medicare D; and any other income payor of the Husband so that said facility can deal directly with Medicaid.

10. Each party is awarded sole interest in his or her savings, retirement, IRA, SEP, 401(k), annuity, pension or other retirement plans and the other party waives any interest in same.

11. The Wife has already cashed in and used the ING Life policy for the Husband's care and same has been accounted for and approved by the Guardianship Court. The Husband had a large IRA plan to which Wife would have been entitled her one-half (1/2) share as of the date of the filing of the Petition for Dissolution. However, the entire IRA was used for the care of the Husband and no longer exists. Said funds have also been accounted for and approved by the Guardianship Court. As such, in order to provide a more equitable distribution for the Wife, she is not only awarded her pre-marital Prudential Life insurance policy, but also the Husband's Prudential Life Insurance policy ending in 41064 with an approximate face value of \$20,000.00.

12. The Husband owns an interest in a business known as Mr. B's Elbow Room, a bar located at 200 West 25<sup>th</sup> Avenue, Gary, Indiana, which business consists of the bar, business property, and four (4) attached lots, which business has been valued as of December 31, 2009 in the amount of \$141,000.00. Said property and business in order to make an equitable

distribution of the marital assets is awarded to the Wife and she shall be responsible for any debts associated with said business and property and hold the Husband harmless as to same.

13. The Wife stipulates and agrees to be responsible for her own attorney fees. The Guardian ad Litem has an outstanding balance of \$1,200.00 which shall be paid directly to Attorney Marge E. Breclaw within thirty (30) days from the entry of this Court's Order.

14. The Wife shall promptly execute and deliver to the Husband's account, any and all deeds, bills of sale, instruments of assignment, and other documents which may reasonably be required for the purpose of giving full force and effect to the provisions of this Agreement.

15. The Wife warrants and represents that she fully understands all of the terms, covenants, conditions, provisions and obligations incumbent upon her by virtue of this Agreement to be performed or contemplated by her hereunder, and the Wife believes the same to be fair, just, reasonable and to her respective individual best interest. The Wife has read this Agreement and finds it to be in accordance with her understanding.

16. The Wife and Guardian ad Litem acknowledge that they have ascertained and weighed all of the facts, conditions, and circumstances likely to influence her judgment as to the present and future fairness and accuracy of the provisions of this Agreement; that both believe that the arrangements made are appropriate; that both clearly consent to and believe the best interest of both parties are contained in all provisions hereof; that the Wife wishes to be and intends to be bound by these provisions; and that the Wife is entering into this Agreement freely, voluntarily, and of her own free will and with full knowledge of the facts deemed relevant; that all parties have had the full knowledge to ask any questions, receive all information and make all determinations which the party has thought to ask, request or determine; that the Wife has made a full disclosure of her assets and liabilities and the assets and liabilities of the parties.

In Re: The Marriage of: Ballard  
Cause No. 45D03-0810-DR-01019-EFT  
Final Property Settlement Agreement  
Page Six (6)

All of which is acknowledged and agreed to this 19<sup>th</sup> day of OCTOBER, 2012.

*Shirley A. Leslie-Ballard*  
SHIRLEY LESLIE-BALLARD (Wife)

APPROVED AS TO FORM:

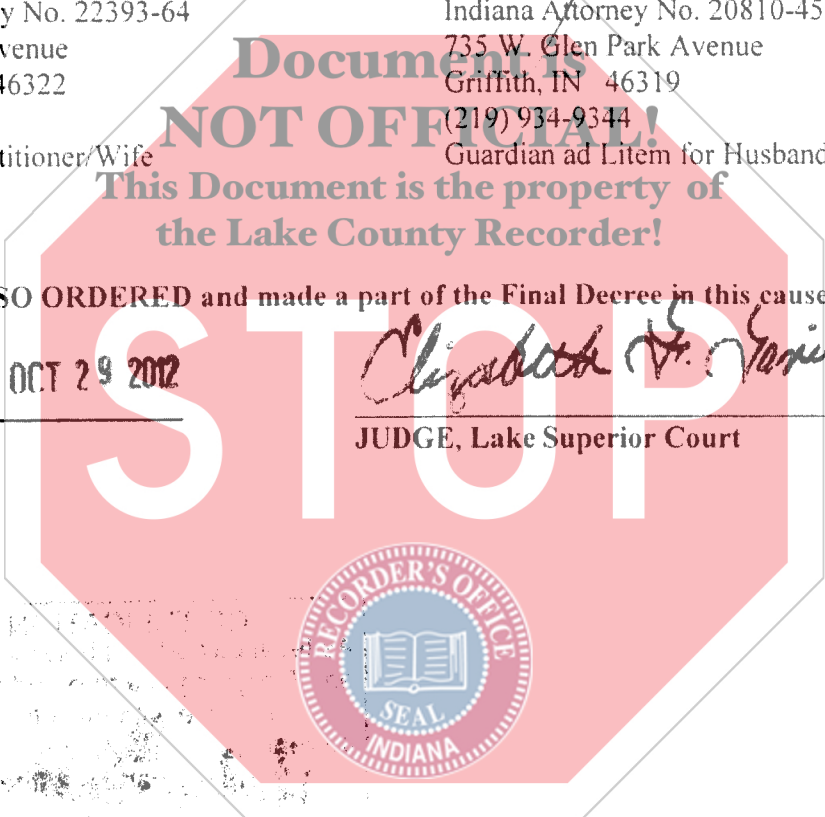
*[Signature]*  
REVA J. HILL  
Indiana Attorney No. 22393-64  
2850 W. 45<sup>th</sup> Avenue  
Highland, IN 46322  
(219) 922-1200  
Attorney for Petitioner/Wife

*[Signature]*  
MARGE E. BRECLAW  
Indiana Attorney No. 20810-45  
735 W. Glen Park Avenue  
Griffith, IN 46319  
(219) 934-9344  
Guardian ad Litem for Husband

APPROVED, SO ORDERED and made a part of the Final Decree in this cause

DATE: OCT 29 2012

*[Signature]*  
JUDGE, Lake Superior Court



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**OFFICE OF THE LAKE COUNTY RECORDER**

LAKE COUNTY GOVERNMENT CENTER  
2293 NORTH MAIN STREET  
CROWN POINT, INDIANA 46307

**MICHAEL B. BROWN**  
Recorder

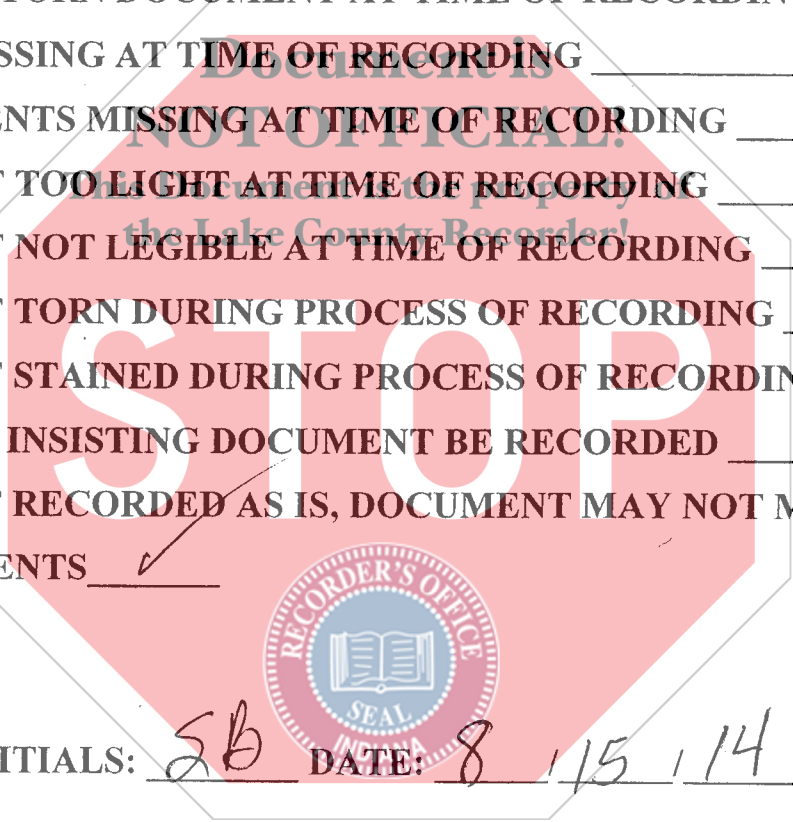


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CUSTOMER INITIALS: SB DATE: 8 15 14

EMPLOYEE INITIALS: Row DATE: 8 15 14