`k	FILED FOR RECORD
	7 INTO BLAKE SUPERIOR CONTICOURT
COUNTY OF LAKE )	CROWN POINT, INDIANAEL B. BROWN RECORDER
IN RE: THE MARRIAGE OF: ) KRISTINE L. McGHEE, ) Wife, )	Filed in Open Cour
and )	CAUSE NO: 45C01-1505-DR-368
THOMAS P. McGHEE, ) Husband.	SED 0 1 2015
DISCO	LUTION DECREE
THIS matter is submitted on wh	tten Waiver of Final Hearing to the Court for entry
of Dissolution Decree pursuant to J.C.	ent is the property of 31-1-11.5-8(d); and the Court being duly-advised county Recorder!
now ORDERS:	G G
1. This Court has jurisdiction	n over the subject matter and parties herein.
2 Respondent was duly	y served with notice as shown by the

- Acknowledgement of Receipt of Petition for Dissolution.
- Both parties have resided in the State of Indiana for more than 3. months prior to the filing of this action. More that sixty (60) days have 4. elapsed since this action was fi
  - There were no children born to this marriage:
  - Wife is not now pregnant. 6.
- The marriage of the parties is irretrievably broken and should be and 7. hereby is dissolved and the parties restored to the status of unmarried persons.
- That the Property Settlement Agreement attached hereto as "Exhibit A" 8. should be and hereby is approved by the Court, incorporated and merged into the CaSh

Decree, made a part of the Decree and the parties are ordered to perform all of its terms.

9. Wife's former/maiden surname of Kristine Lyn Austin shall be and hereby is ordered restored to her.

ALL OF WHICH IS FOUND AND RECOMMENDED this day of
Document's Child and
NOT OFF MCHAELA, SARAFIN, Magistrate Lake Circuit Court
This Document is the property of
the Lake County Recorder!
The Court having reviewed the findings and recommendations of its Magistrate
now approves same and adopts the same as an Order of this Court on this
day of
Leone C Jano
GEORGE C. PARAS, Judge  ake Circuit Court

STATE OF INDIANA )	IN THE LAKE SUPERIOR/CIRCUIT COURT
COUNTY OF LAKE )	CROWN POINT, INDIANA
IN RE: THE MARRIAGE OF: KRISTINE L. McGHEE, Wife,	Filed in Open Cour
and	) CAUSE NO: 45C01-1505-DR-368
THOMAS P. McGHEE, Husband	) crn 0 1 2015

This agreement is made and entered into by and between Kristine L. McGhee, in person and by her attorney, Colby A. Barkes of Blachly, Tabor, Bozik & Hartman, LLC, and Thomas P. McGhee, in person, Pro se.

The parties, in order to arrive at an amicable settlement and understanding, have agreed as to their respective rights in connection with any and all issues whatsoever and any and all other rights or claims which either may have against each other arising out of the above-captioned dissolution of maniage cause, including but not limited to, division of marital property. The settlement agreement was read and understood by each, was made subsequent to the separation of the parties, was read and understood by each prior to the execution thereof, was entered into fairly without fraud, duress or undue influence. By their signatures hereto, the parties show their agreement to the terms contained herein and hereby request that this Court adopt this agreement of the parties as part of its Order of dissolution in this matter.

IN WITNESS WHEREOF, the parties agree as follows:

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SER UZ 2015

Filed in Open Court

SEP 0 1 2015

#### DIVISION OF MARITAL PROPERTY.

#### 1. WIFE'S SHARE OF THE MARITAL ESTATE.

Wife shall receive as her sole and separate property the following:

- a. 100% of any and all Wife's banking accounts in Wife's name only;
- b. 100% of any and all Wife's vehicles titled in her name only;
- c. 100% of any and all Wife's retirement accounts, including any 401(k) and/or pensions;
- d. 100% of any and all Wife's Certificate of Deposits (CD's), stocks and bonds;
- e. 100% of any and all Wife's inheritance she received from her mother's estate; the Lake County Recorder!
- f. 100% of any and all Wife's life insurance policies;
- g. 100 % of any and all personal property currently in Wife's possession, holding Husband harmless from any debt related thereto;
- h. 100% of any and all debt in Wife's name only, including any and all debt Wife incurred since the date of filing.

#### 2. HUSBAND'S SHARE OF THE MARITAL ESTATE.

Husband shall receive as his sole and separate property the following:

a. The marital residence located 2843 Wayne Court, Lake Station, Indiana 46405. Husband shall refinance the mortgage associated with the marital residence within ninety (90) days from the date this agreement is filed with the court. Wife will sign the necessary documentation to remove her name from the mortgage on the marital residence.

If Husband is unable to refinance the mortgage to remove Wife's name within the time alloted, the marital residence shall be placed up for sale with an agreed upon

realtor with a selling price suggested by said realtor. The parties shall accept any reasonable offer placed on the marital residence. Husband shall receive the proceeds from the sale of the marital residence after fees and/or closing costs are paid.

- b. 100% of any and all Husband's banking accounts in Husband's name only;
  - c. 100% of any and all Husband's vehicles titled in his name only;
  - d. 100% of any and all Husband's retirement accounts, including any 401(k) and/or pensions:
  - e. 100% of any and all Husband's Certificate of Deposits (CD's), stocks and bonds;
  - f. 100% of any and all Husband's life insurance policies; the Lake County Recorder!
  - g. 100 % of any and all personal property currently in Husband's possession, holding Wife harmless from any debt related thereto;
  - h. 100% of any and all debt in Husband's name only, including any and all debt Husband incurred since the date of filing.

#### D. ATTORNEYS' FEES.

Each party shall be responsible for their own attorney fees incurred in this matter.

E. <u>2015 TAX RETURNS</u>. The parties shall file separate federal and state tax returns for the year 2015.

#### F. FULL DISCLOSURE.

- 1. Each party represents to each other that he or she has made a full and complete disclosure of the following for purposes of this dissolution of marriage action:
- a. any and all real or personal property whatsoever belonging in any way to each of them, either jointly or individually as of the date of filing;
- b. any and all debts and encumbrances incurred by either of them individually or jointly which would adversely effect the marital estate or their individual credit ratings as of the date of filing;

- c. any and all sources and amounts of income received by the parties either directly or indirectly by way of a third party or source as of the date of filing;
- d. the existence of all marital assets and their corresponding values or estimated values of same as of the date of filing.
- 2. Both parties state that they have made a full and complete disclosure of all property and assets accumulated by them, individually or jointly during their marriage and that this Settlement Agreement disposes of all of the marital property and assets held by the parties, individually or jointly and that neither party has any interest in any other marital property or marital assets not included in this agreement.

### G. MUTUAL REL**EASE**.Document is the property of the Lake County Recorder!

In consideration of the promises contained in this agreement, Husband and Wife release all claims and rights which either have ever had, now has, or might hereafter have, against the other, by reason of their former relationship as Husband and Wife, or otherwise, excepting all the claims and rights of each party created and outstanding against the other, pursuant to the terms of the agreement. It is the intent that each party accepts the provisions of this agreement in the left and settlement of any and all claims and rights against the other. It is the further agreement of the parties that this provision of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and personal representatives of the parties.

Kristine L. McGhee, Wife

Thomas P. McGhee, Husband, Pro se

COLBY A. BARKES (26251-64)
BLACHLY, TABOR, BOZIK & HARTMAN
56 S. Washington Street, Suite 401
Valparaiso, IN 46383
Tx: 219-464-1041
Attorney for Wife

ALL OF WHICH IS FOUND AND RECOMMENDED this day of
SEPTEMBER , 2015.
Document is suffer our
NOT OFF MCHAELA SARAFIN, Magistrate  This Document is the propert Court
The Court having reviewed the findings and recommendations of its Magistrate
now approves same and adopts the same as an Order of this Court on this
Leone C Passo
Circuit Court

## Document is NOT OFFICIAL!

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# STOP



#### 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.

OCT 2 0 2015 Aday of L

Clerk of the Lake Circuit and Superior Courts

By Olama Hulm Deputy Clerk