

RELEASE

READ CAREFULLY BEFORE SIGNING

KNOW ALL MEN BY THESE PRESENTS, that **SUE M. FRONEK** ("**BUYER**"), upon the sale and transfer of the real estate commonly known as 836 Pheasant Drive, Crown Point, Indiana (the "**Property**") from **KATHLEEN MAJCHER, GERALD KNAGA, AND KENNETH E. KNAGA** (collectively and individually the "**SELLERS**"), **BUYER** hereby releases, acquits and forever discharges **SELLERS**, their heirs, attorneys, executors and/or administrators, successors, or trustee(s) and assigns (collectively, the "**RELEASED PARTIES**") from all claims and demands, actions, and causes of actions regarding the Property, any improvements thereon, and any and all fixtures contained therein, including but not limited to the hot water heater, furnace, air conditioning, and all appliances.

BUYER acknowledges and agrees that the sale of the Property is an "as-is" transaction with **SELLER** making no warranties regarding the current condition of the Property, the possible future life span of the Property, or the fitness of the Property for any purpose.

IN FURTHER CONSIDERATION OF THIS SETTLEMENT, **BUYER**, ON BEHALF OF HERSELF AND HER HEIRS, ATTORNEYS, EXECUTORS AND/OR ADMINISTRATORS, SUCCESSORS, OR TRUSTEE(S), AND ASSIGNS, HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, COSTS OR LOSSES, EXPENSES (INCLUDING ATTORNEYS FEES AND COSTS), DAMAGES, CAUSES OF ACTION, CONTROVERSIES, ADVERSARY PROCEEDINGS OR SUITS, WHETHER IN LAW OR IN EQUITY, KNOWN OR UNKNOWN, INCLUDING EMOTIONAL DISTRESS AND ANY AND ALL OTHER LOSS AND DAMAGE OF EVERY KIND AND NATURE, RESULTING FROM OR RELATING IN ANY WAY TO THE PROPERTY (COLLECTIVELY "**CLAIMS**") THAT **BUYER** MAY HAVE AGAINST ANY OR ALL OF THE **RELEASED PARTIES**. **BUYER** ACKNOWLEDGES THAT THEREAFTER SHE MAY DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO, THOSE WHICH SHE NOW KNOWS OR BELIEVES TO BE TRUE WITH RESPECT TO ANY CLAIMS, AND AGREES THAT THIS AGREEMENT SHALL BE AND REMAIN, EFFECTIVE IN ALL RESPECTS.

This Release shall be construed and governed exclusively by the internal laws of the State of Indiana, without regard to principals of choice of law.

The terms of this Release are contractual and not merely a recital. This Release shall be binding upon and inure to the benefits of the executors, administrators, personal representatives, heirs, successors and assigns of **BUYER** and **SELLERS**, if applicable. No other representations, covenants, undertakings or prior or contemporaneous agreements, oral or written, regarding any matters which are not specifically contained in and incorporated in this Release shall be deemed to have any effect or binding impact upon the **BUYER** or **SELLERS**. **BUYER** acknowledges that she has not been induced to enter into this Release and has not executed this Release in reliance upon any promises, representations, warranties, or statements made by **SELLERS**.

This Agreement shall become effective following execution by **BUYER**.

In the event **SELLERS** are required to enforce any of the terms under this Agreement, **SELLERS** shall be entitled to recover from **BUYER** the reasonable attorneys fees, costs, and

HOLD FOR MERIDIAN TITLE CORP

15-41770

non-com
\$1500
m.e
m.T

20150825
STATE OF INDIANA
LAKE COUNTY
RECORDER
11:04 AM

expenses incurred by **SELLERS** as a result of **BUYER'S** breach.

If any provision in this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain valid.

All recitals set forth at the outset of this Agreement are incorporated by reference in it and are true.

BUYER HAS: (A) READ THIS AGREEMENT CAREFULLY; (B) OBTAINED THE ADVICE OF LEGAL COUNSEL, OR HAVE VOLUNTARILY ELECTED NOT TO DO SO; AND (C) IS FULLY INFORMED OF THE CONTENT AND MEANING OF THIS AGREEMENT. BUYER IS EXECUTING THIS AGREEMENT VOLUNTARILY AND NOT UNDER DURESS OF ANY KIND.


SUE M. FRONEK
Buyer

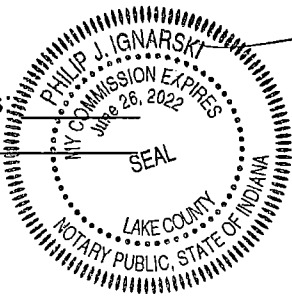
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State this 21st day of DECEMBER 2015, personally appeared **SUE M. FRONEK**, and acknowledged the execution of the foregoing Release and Settlement to be her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.


_____, Notary Public

My Commission Expires: _____
County of Residence: _____



This instrument prepared by Michael E. Anderson, #26001-45
 Anderson & Anderson, P.C.
 Barrister Court
 9211 Broadway
 Merrillville, IN 46410
 (219) 769-1892