

TERMINATION  
OF LAND CONTRACT  
AGREEMENT

2017 002596

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 JAN 13 AM 9:32

MICHAEL B. BROWN  
RECORDER

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THIS TERMINATION AGREEMENT (the Termination Agreement) is made and entered into as of this 31<sup>st</sup> day of December, 2016 (the Termination Date) by and between JASO LLC, an Indiana Limited Liability Company of 6824 Waveland Avenue, Hammond, Indiana 46323 and Karyn Fentress the sole heir, legatee and devisee of DONNA FENTRESS, DECEASED of 6821 Waveland Avenue, Hammond, Indiana 46323 collectively referred to as Parties.

RECITALS

WHEREAS, the Parties have entered into certain LAND CONTRACT Agreement, dated November 28, 2015 (the Agreement), for the purpose of establishing the Installment Purchase of the improved real estate located at 6821 Waveland Avenue, Hammond, Indiana 46323 and legally described as:

Lot 27 Forsyth Highlands 4<sup>th</sup> Addition, in the City of Hammond, as shown in Plat Book 28, Page 53 in Lake County, Indiana.

Tax Identification Number: 45-07-08-254-020.000-023

The above reference Land Contract was recorded on the 10<sup>th</sup> day of December, 2015 as Document No. 2015-082524 with the Lake County Recorder's Office.

WHEREAS, the Parties have decided to freely and voluntarily terminate the said Agreement under the terms and conditions as set forth hereunder.

WHEREAS, DONNA FENTRESS, the Contract purchaser died on November 27, 2016 as evidenced by the death certificate attached hereto.

WHEREAS, DONNA FENTRESS, died intestate. No probate proceedings are pending and none are contemplated. The decedent was not married at the time of her death. The decedent left one child, to wit: Karyn Fentress, a signatory hereto, who is her sole heir. Karyn Fentress represents and warrants that there are no heirs, legatees or devisees of Donna Fentress, Deceased who have any interest or rights in her estate or in the subject property.

FILED  
JAN 13 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. TERMINATION

The Parties hereby agree that as of the Termination Date, the said Agreement shall stand terminated and thereafter it shall have no future force or effect. Also, the Parties will not be liable for any ongoing obligations except for the surviving obligations under the said Agreement, if any. The parties acknowledge that the Contract Purchaser had minimal equity in the contract and paid no money down upon execution of the Land Contract agreement. At the time of her death she was delinquent in the payment of taxes due under the agreement. The parties further agree that this is not a forfeiture. The Land Contract purchaser was responsible for her own real estate taxes and insurance. The sole heir of the Contract Purchaser waives any and all claims of equity in the Land Contract and wishes to surrender possession and terminate the agreement in its entirety.

Karyn Fentress the Sole Surviving Heir of Donna Fentress, Deceased of Lansing, Illinois 60438 for good and valuable consideration, the sufficiency of which is acknowledged, Releases and Quitclaims to JASO LLC and Indiana Limited Liability Company, the following described Real Estate located in Lake County, Indiana, to-wit:

Lot 27 Forsyth Highlands 4<sup>th</sup> Addition, in the City of Hammond, as shown in Plat Book 28, Page 53 in Lake County, Indiana.

Tax Identification Number: 45-07-08-254-020-000-023

### 2. SURVIVING OBLIGATIONS

The Parties shall only remain obligated for any obligations that were intended to survive the expiration of the term of the Agreement as provided therein, if any.

### 3. RELEASE

The Parties do hereby mutually remise, release and forever discharge each other and their respective administrators, executors, representatives, successors and assigns, from any and all actions, causes of action, suits, debts, delinquencies, accounts, covenants, disputes, agreements, promises, damages, judgments, executions, claims, and demands whatsoever in law or in equity that they ever had, now has, or that they or their administrators, executors, representatives, successors and assigns hereafter can or may have, by reason of any act, omission, matter, cause

or thing whatsoever occurring at any time prior to the execution of this Termination Agreement, whether known or unknown, suspected or unsuspected, foreseen or unforeseen.

#### 4. NOTICES

All written notices or other written communications required under this Agreement shall be deemed properly given when provided to the parties entitled thereto by personal delivery (including delivery by services such as messengers and airfreight forwarders), by electronic means (such as by electronic mail, telex or facsimile transmission) or by mail sent registered or certified mail, postage prepaid at the following addresses (or to such other address of a party designated in writing by such party to the others):

JASO LLC  
6824 Waveland Avenue  
Hammond, Indiana 46323

Karyn Fentress  
2630 Christina Dr  
Lansing, IL 60438

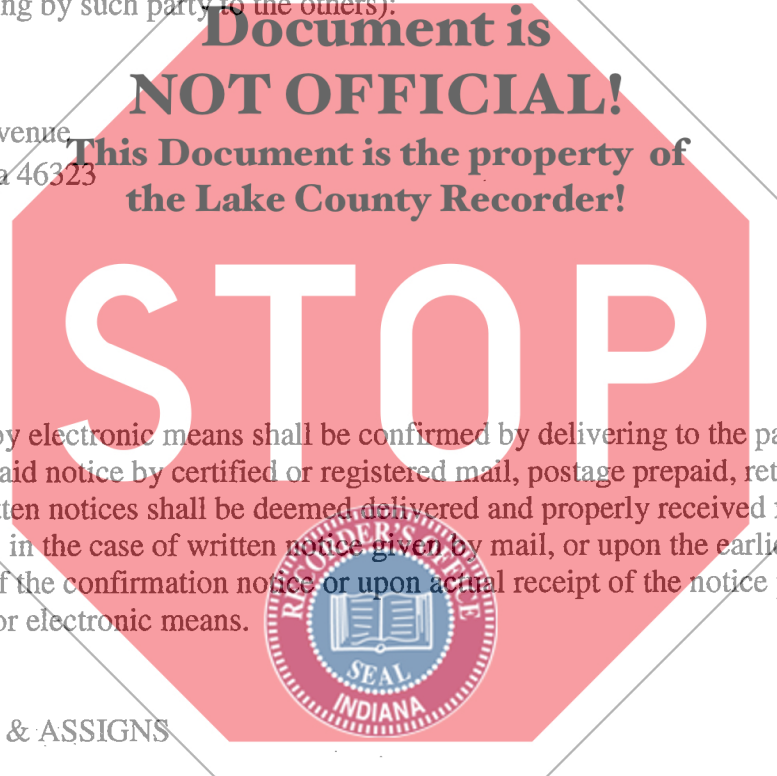
All notices given by electronic means shall be confirmed by delivering to the party entitled thereto a copy of said notice by certified or registered mail, postage prepaid, return receipt requested. All written notices shall be deemed delivered and properly received five (5) days after mailing the notice, in the case of written notice given by mail, or upon the earlier of two (2) days after the mailing of the confirmation notice or upon actual receipt of the notice provided by personal delivery or electronic means.

#### 5. SUCCESSORS & ASSIGNS

This Agreement is binding upon each Party, and shall inure to the benefit of each Party to this Agreement and their respective officers, directors, employees, agents, subsidiaries, parent corporations, affiliated companies, successors, assigns, agents, heirs, and personal representatives.

#### 6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties hereto as to the termination of the Lease Agreement and it merges all prior discussions between them relating thereto. Any amendment or modification to this Agreement shall be effective only if in writing and signed by each party hereto.



7. SEVERABILITY

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect without said provision. In such event, the Parties shall in good faith attempt to negotiate a substitute clause for any provision declared invalid or unenforceable, which substitute clause shall most nearly approximate the intent of the Parties in agreeing to such invalid provision, without itself being invalid.

8. COUNTERPARTS

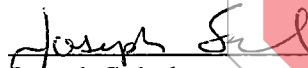
This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.

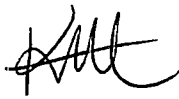
9. GOVERNING LAW

This Agreement will be governed by and interpreted and construed in accordance with the laws of the State of Indiana without regard to conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement as of the dates set forth below their respective signatures.

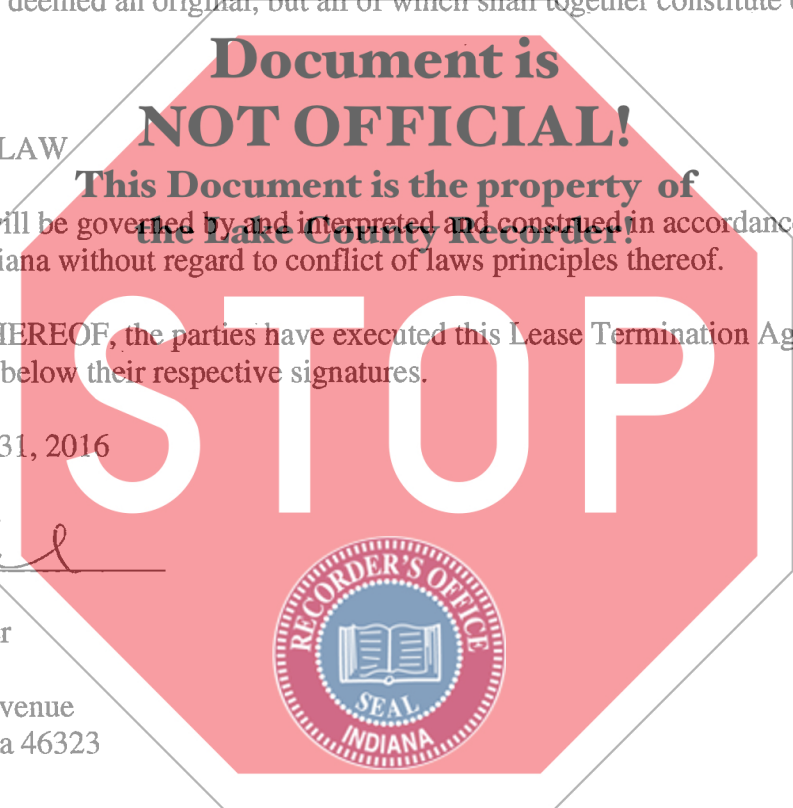
Dated: December 31, 2016

  
Joseph Sokol  
Managing Member  
JASO LLC  
6824 Waveland Avenue  
Hammond, Indiana 46323

  
Karyn Fentress  
2630 Christina Dr.  
Lansing, IL 60438  
Sole Surviving Heir of Donna Fentress, Deceased

STATE OF INDIANA, COUNTY OF LAKE ss.

Before me, the undersigned Notary Public, in and for said County and State, this 7th day of January, 2017 personally, Joseph Sokol, Managing Member of JASO LLC and Karyn



Fentress and acknowledged their execution of the foregoing instrument as their voluntary acts and deeds.

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

Holly Rae DeMarco  
Notary Public

Printed Name: Holly DeMarco  
County of Residence: Lake  
My Commission Expires: May 17, 2020

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.

**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!  
HOLLY RAE DEMARCO  
Notary Public - Seal  
State of Indiana  
Lake County  
My Commission Expires May 17, 2020

Joseph Sokol  
Joseph Sokol

This Instrument prepared by the Law Offices of Laurence Velchek, Attorney at Law, 9130 S. Houston Ave., Chicago, IL 60617 IN Atty No.11845-45

Mail Tax Bill and Statements to:  
JAS0 LLC  
6824 Waveland Avenue  
Hammond, Indiana 46323

