

NOT AN OFFICIAL DOCUMENT

Signature: Robert E. McDonald Dated: 6-3-22
 Robert E. McDonald
 Address: 842 E. 28th Ave Lake Station Ind 46405

STATE OF INDIANA)
 COUNTY OF LAKE)

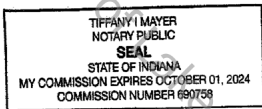
Before me, a Notary Public in and for said County and State, personally appeared Robert E. McDonald, who acknowledged execution of the Affidavit and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 3rd day of June, 2022.

My Commission Expires: October 1, 2024 Tiffany J. Mayer
 Resident of Lake County Signature, Notary Public

My Commission Number: 690758 Tiffany J. Mayer
 Printed, Notary Public

SEAL



I affirm under the penalties of perjury, that I have taken reasonable care and steps to redact each social security number in the document, including attachments, unless required by law.

Kimberly A. Mouratides
 Kimberly A. Mouratides

Please send tax bills to the property Address: 842 E. 28th Avenue, Lake Station, IN 46405

This instrument prepared by: Kimberly A. Mouratides, 120 W. Clark Street, Crown Point, IN, 46307, Attorney at Law Attorney No.: 30778-45; Phone: (219) 865-8376; FAX: (219) 865-4054, at the request and direction of the Affiant and is based solely on information supplied by such party without examination, or title search, for accuracy. Preparer assumes no liability for errors, inaccuracy, or omissions in this instrument, as recorded.

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 075555

2016 NOV -9 AM 9:24

MICHAEL B. BIRLOWY
RECORDER

WARRANTY DEED

TAX: LD. NO. 45-09-18-377-046.000-021 (LOT 31)
45-09-18-377-047.000-021 (LOT 32)

THIS INDENTURE WITNESSETH, That NIKOLAOS TSIMALIS, (GRANTOR) of LAKE County in the State of INDIANA, CONVEYS AND WARRANTS to ROBERT E. MCDONALD AND CHRISTINE A. MCDONALD, HUSBAND AND WIFE AS TO AN UNDIVIDED 1/2 INTEREST AND LOWELL E. MCDONALD, AS TO AN UNDIVIDED 1/2 INTEREST, AS TENANTS IN COMMON, of LAKE County in the State of INDIANA, (GRANTEES), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in LAKE County, in the State of Indiana:

LOT 31 AND 32, BLOCK 9 IN FIRST SUBDIVISION TO EAST GARY, LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 842 E. 28th AVENUE, LAKE STATION, IN 46405

SUBJECT TO SPECIAL ASSESSMENTS, IF ANY, 2015 TAXES PAYABLE 2016, 2016 TAXES PAYABLE 2017 AND ALL REAL ESTATE TAXES DUE AND PAYABLE HEREAFTER.

SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD, IF ANY.

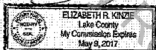
Dated this 1 day of November, 2016

Nikolaos Tsimalis ATTY Chris M. M
NIKOLAOS TSIMALIS
By CHRISOVALANTIS TSIMALIS, ATTORNEY-IN-FACT

STATE OF INDIANA, Lake ss:
COUNTY OF Lake

Before me, the undersigned, a Notary Public in and for said County and State, this 1 day of November, 2016, personally appeared: NIKOLAOS TSIMALIS by CHRISOVALANTIS TSIMALIS, ATTORNEY-IN-FACT and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 5/19/17 Signature [Signature]
Resident of Lake County Printed [Signature] Notary Public



This instrument prepared by: MATTHEW W. DEULLEY, Attorney at Law, ID No. 27813-45
No legal opinion given to Grantor. All information used in preparation of document was supplied by title company.

RETURN DEED TO: GRANTEEES
GRANTEE STREET OR RURAL ROUTE ADDRESS: 842 E. 28th AVENUE, LAKE STATION, IN 46405
SEND TAX BILLS TO: GRANTEEES

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.

[Signature] Elizabeth Kinzie
Signatures of Preparer Printed Name of Preparer

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

NOV 07 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

0529
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cm
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Community Title Company
File No. 16109871

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WHEREAS, the parties understand and agree that they have had opportunity prior to the execution of this agreement to seek legal counsel to represent their individual interests, obtain appraisals of the property, and otherwise examine the properties in any way they see fit.

WHEREAS, the parties to this Agreement have stipulated that it would be in the best interests of the parties hereto to settle, adjust and compromise these matters and this Agreement is made for the purpose of facilitating an unequal distribution of assets that the parties find mutually beneficial.

NOW, THEREFORE, it is mutually agreed as follows:

1. **DISTRIBUTION OF PROPERTY:** Ronda McCain will retain the trailer located at 3861 Waxham Street, Portage, Indiana along with decedent's car. Robert McDonald will retain the residence located at 842 E. 28th Ave., Lake Station, Indiana.

By execution of this Family Settlement Agreement, each party above forever waives, or claims, as they have determined, any share or split of the decedent's assets other than what is laid out herein, regardless of any later discovered encumbrances, defects, and the like.

2. **Adjudicated Compromise of Controversies.** Pursuant to Ind. Code §§ 29-1-9- et seq., each of the persons signing below affirms under the penalty for perjury that this Agreement is signed by all competent persons having interests or claims which will or may be affected by the compromise and that the contest or controversy is in good faith.

3. **Waiver of Notice of Hearing.** Each person signing below waives notice of any hearing on a petition to approve this Agreement. Each person consents to the Court

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so approving, appointing, or ordering in accordance with the terms of this Agreement.

4. **Legal Advice.** The parties acknowledge that in executing this Agreement they have relied solely upon their own judgment and the advice of their own counsel and fully understand and agree that it fully settles and discharges all of the disputes between the parties regarding the division of property of this estate. No promise or inducement not herein expressed has been made to any of the parties, and this document is intended to fully encompass all agreements between the parties regarding the division of estate property.

5. **Full and Complete Settlement.** This Agreement expresses a full and complete settlement, regardless of any consideration, and each of the undersigned acknowledges they are executing the same of their own free volition, and on no representations of the party released or its counsel. This Agreement shall extend to the parties' respective heirs, executors, personal representatives, administrators, agents, successors, assigns, officers, employees, partnerships or other affiliated persons or entities of any kind.

6. **Enforcement of Agreement.** Failure by any party to abide by the terms of this Agreement shall authorize the other to bring suit in a court of competent jurisdiction located in Lake County, Indiana for the enforcement of the same, including the collection of attorney's fees and costs.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

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8. Additional Documents. The parties hereto agree to execute such additional documents as may be necessary to carry out the terms and intent of this Agreement.
9. Authority. The individuals executing this Agreement represent and warrant that they have full power and authority to enter into this Agreement.
10. Agreement Construction. This Agreement was drafted with the advice and consent of the parties and their counsel and shall be construed reasonably and not against any of the parties.
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original. The parties agree that executed copies of this Agreement sent via first class mail, electronic mail or facsimile are binding.

THE UNDERSIGNED PARTIES HAVE READ THE FOREGOING "FAMILY SETTLEMENT AGREEMENT", FULLY UNDERSTAND IT AND AGREE TO ITS TERMS.

I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Ronda McCain

Ronda McCain

5-10-22

Date

Robert McDonald

Robert McDonald

6-3-22

Date

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APPROVED AS TO FORM ONLY:

/s/ Kimberly A. Mouratides

Kimberly A. Mouratides, 30778-45

Attorney for the Estate of Lowell E. McDonald

Manning & Mouratides, P.C.

120 W. Clark Street

Crown Point, IN 46307

Phone: (219) 865-8376

Fax: (219) 865-4054

Property of Lake County Recorder