2022-534040 08/18/2022 11:53 AM TOTAL FEES: 25.00 BY: JAS PG #: 8

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

FILED

Aug 18 2022 SLG JOHN E. PETALAS LAKE COUNTY AUDITOR

> STATE OF INDIANA 199 COUNTY OF LAKE

DEVOLUTION AFFIDAVIT

Comes now Robert E. McDonald, being duly sworn, and states as follows:

 Robert F. McDonald is owner of an undivided interest, further described below, in the following real estate located in Lake County, Indiana, legally described as follows:

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

Parcel Number:

45-09-18-377-046.000-021 (Lot 31) 45-09-18-377-047.000-021 (Lot 32)

Commonly known as: 842 E. 28th Avenue, Lake Station, IN 46405

- Above premises was formerly owned by, and titled in the names of, 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. Lowell E. McDonald died February 20, 2022, intestate, Lowell E. McDonald was widowed at the time of his death.
- 3. Per Indiana intestacy law, specifically Indiana Code §29-1-2-1, this property now passes to rea manana necessary now, specifically minima Code (257-1-27), this projectly flow pussess to draftent Robert D McDonaid, residing at \$42 E. 28° Ave., Lake Station, IN 440-5, as his adult son, and Rocaia, residing at 12817 E. 47° Street South, Lot #118, Independence, MO 64055, as his adult diagnites all in equal undivided 1/4 shares as Tenants in Common. Per I.C. 29-6105, and the common of t 1-2-1(d)(1), the issue of the intestate, here being the same degree of kinship to the intestate, shall receive equal, undivided shares of the decedent's property. Robert E. McDonald and Ronda McCain have entered into a Family Settlement Agreement, in which they have divided the property of the decedent for agreed inheritance purposes. A copy of said Agreement is attached hereto. Per the agreement, Ronda McCain is taking no share of 842 E. 28th Avenue, Luke Station, IN 46405. Therefore, the decedent's share of this property is passing solely to Robert E. McDonald. This creates a split of the ownership in the property; 1/2 owned by Robert E. McDonald and Christine A. McDonald, husband and wife, and ½ owned solely by Robert E. McDonald.
- 4. No application or petition for the appointment of a personal representative is pending or has been
- granted in any jurisdiction for the decedent.

 5. Pursuant to Indiana Code §29-1-7-23, when a person dies, his or her real property passes to the persons to whom it is devised by Last Will and Testament or, in the absence of such disposition, to the persons who succeed to the person's estate as the person's heirs.
- The estate of Lowell E. McDonald is not subject to Federal Estate Tax or Indiana Inheritance Tax.
- Five (5) months from the date of the decedent's death, February 20, 2022, shall have passed on Tuesday, July 20, 2022. Seven (7) months from the date of decedent's death shall have passed on September 20, 2022. Pursuant to I.C. 29-1-7-15.1(b), in conjunction with I.C. 29-1-10-21, no real estate of the decedent can be sold to pay debts of expenses of administration on or after this date. No probate court has issued findings or an accompanying order preventing the limitations of IC 29-1-7-15.1(b) from applying to the decedent's real property. The decedent had no known creditors.
- At present, more than 45 days have passed from the date of death of the decedent.
- The most recent document conveying this property is a Warranty Decd, recorded on November 9, 2016, document number 2016-075555. A copy is attached hereto.
- 10. Affiant has notified each person entitled to a share of the decedent's property of his intention to record this affidavit pursuant to Indiana Code.
- 11. There are no heirs to this real estate who did not survive the decedent. The Affiant herein is one of two children of the decedent and an heir to this property.
- 12. The statements made in this Affidavit are true and complete and are made for the purpose of establishing the ownership of the real estate described above, to obviate any problem concerning Federal Estate Tax, and to induce the Auditor of Lake County, Indiana, to transfer ownership of the real estate described above to Robert E. McDonald, as the true and lawful heir of the decedent, and pursuant to the Family Settlement Agreement.
- 13. This Affidavit is made and is effective to transfer title to this real estate pursuant to I.C. 29-1-7-

Further affiant saveth not.

Affirmed under the penalties of perjury that the forgoing representations are true.

Signature: Robert E. McDonald Dated: 6-3-22	
Robert E. McDonald	
Address: 842 & 18th 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. McDor	nalo
who acknowledged execution of the Affidavit and who, being duly sworn, stated the representations contain	ed
therein to be true.	
WITNESS my hand and Notarial Seal this 3rd day of June 2022.	
My Commission Expires: October 1, 2024 Sillary & Mayer	
Resident of Lake County Signature, Notary Public	
70	
My Commission Number: 1690758 THany I. Mayer	
Printed, Notary Public	
TIFFANY I MAYER	
SEAL NOTARY PUBLIC	
SEAL STATE OF INDIANA	
MY COMMISSION EXPIRES OCTOBER 01, 2024	
COMMISSION NUMBER 690758	
I affirm under the penalties of perjury, that I have taken reasonable care and steps to redact each social secur	rity
number in the document, including attachments, unless required by law.	
70, -	
Kimberly A. Mouratides	
16	
Neco _{rol}	
90	

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.

STATE OF LAKE COUNT ! FILEO FOR RECORD

2016 075555

2016 NOV -9 AH 9: 24

MICHAEL 6. BROWN 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 % INTEREST AND LOWELL E. MCDONALD, AS TO AN UNDIVIDED % 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 46465

SUBJECT TO SPECIAL ASSESSMENTS, IF ANY, 2015 TAXES PAYABLE 2016, 2016 TAXES PAYABLE 2017

AND ALL REAL ESTA	TE TAXES DUE AND P	AYABLE HEREAFTE	R.	
	ENTS, RESTRICTIONS		F RECORD, IF ANY	
Dated this / clay of N	10 Vember 20/4	/		
,10 - a) =	and on he			
NIKOLAOS TSIMALIS				
By CHRISOVALANTIS TSIMAL	IS, ATTORNEY-IN-FACT			
STATE OF INDIANA				
STATE OF INDIANA, Lake	<u>ـــــ</u> ss:			
			1 A	Indowstay 11.
Before me, the undersigned, a Ne appeared: NIKOLAOS TSIMA	stary Public in and for said	d County and State, this	TORNEY-IN-FACT	and acknowledged the execution
of the foregoing deed. In wirnes	s whereof, I have hereunte	subscribed my game a	nd affixed my officia	l seal.
My commission expires: 5/9	2/17 Sign	nature CM	1/1	4
My commission expires: 5/4 Resident of Loke	County Prin	ited //	11/	, Notary Public
Resident of		-	ZABETH R KNOTE	
		(Swaper)	Lake County Commission Expires	
			May 9, 2017	
This instrument prepared by:	MATTHEW W. DEU	LLEY, Attorney at Lav	v, ID No. 27813-45	
	No legal opinion give	n to Grantor. All informent was supplied by title	nation used in e company.	
RETURN DEED TO: GRAN GRANTEE STREET OR RUR.	AL ROUTE ADDRESS:	842 E. 28th AVENUE,	LAKE STATION,	IN 46405
SEND TAX BILLS TO: GRAN	(TEES			

i affirm, under the penalties for perjury, that I have taken reasonable care

DULY ENTERED FOR TAXATION SUBJECT FINAL ACCEPTANCE FOR TRANSFER

NOV 07 2016

STATE OF INDIANA)) SS:)	IN THE LAKE CIRCUIT COURT CROWN POINT, INDIANA
COUNTY OF LAKE		•
IN THE MATTER OF THE ESTATE OF LOWELL E. MCDONALD)) EST	TATE NO:
Deceased	í	•

FAMILY SETTLEMENT AGREEMENT

executed this 3^{c^2} day of 3^{c^2} are 3^{c^2} . 2022, by and among the following interested parties of the Estate of Lowell E. McDonald (hereinafter the "Estate"), namely Robert McDonald in his capacity as an heir to the estate, and Ronda McCain in her capacity as an heir to the estate. There are no other heirs or interested parties of this estate.

WITNESSETH THAT:

WHEREAS, Ronda McCain and Robert McDonald are the two heirs of Lowell

E. McDonald, deceased. They are the sole children of the decedent, who was a
widower when he passed away intestate.

WHEREAS, the two heirs have reviewed and discussed the assets of the estate, and have agreed on a distribution of the tangible assets that deviates from a standard 50/50 split and/or sale, but which they each believe is beneficial to all parties. Namely, Ronda McCain will retain the trailer located at 3861 Waxham Street, Portage, Indiana, 46368 as well as decedent's car; and Robert McDonald will retain the decedent's % tenancy in the residence located at 842 E. 28th Ave., Lake Station, Indiana, 46405. There are no other known assets of the decedent. If any other assets of the decedent are discovered, they shall be shared equally.

The parties understand and agree that there are no known liens on any of the Decedent's property.

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:

DISTRIBUTION OF FROPERTY: 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.
- 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

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. <u>Enforcement of Agreement</u>. 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.
- Governing Law. This Agreement shall be governed by the laws of the State of Indiana.

- 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.
- Authority. The individuals executing this Agreement represent and warrant that they have full power and authority to enter into this Agreement.
- 10. <u>Agreement Construction</u>. 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. <u>Counterparts.</u> 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 MCain Ronda McCain	5-10-22 Date
Robert McDonald	6-3-22
Robert McDonald	Date

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 Oberty Oflake County Recorder Phone: (219) 865-8376 Fax: (219) 865-4054