

**In the Circuit Court
Franklin County, Indiana**

IN THE MATTER OF THE) CAUSE NO.24C01-0502-EU-6
UNSUPERVISED ADMINISTRATION)
OF THE ESTATE OF FRANCES L. MASON)

E. MAXINE HINDS)

Plaintiff,)

vs.)

RONALD MASON, et al.)

Defendants.)

SETTLEMENT AGREEMENT

1. This Agreement is entered into solely for the purpose of avoiding the burden and expense of further litigation. Neither this Agreement, nor any negotiations leading up to it are intended to be or shall be construed as an admission of fact or liability by any of the parties.

2. Each person signing below affirms that this Agreement is signed by persons having interests or claims in the estate which may be affected by the compromise. Each person agrees that the contest or controversy is in good faith and that the effect of the Agreement upon all of the parties is just and reasonable. Each person signing below (in their individual capacities) requests that the court so find and order the personal representative to sign in its fiduciary capacity. Each party waives notice of any hearing on a petition to approve this Agreement. Each party consents to the court so approving, appointing or ordering in accordance with the terms of the Agreement.

3. Within ten (10) days after court approval of the Agreement, the Estate shall deliver the following:

- A. A personal representative's deed including the decedent's home along with two (2) acres to E. Maxine Hinds, attached to this agreement as Exhibit A. The plaintiff acknowledges that the home has been kept in tenantable repair pursuant to Indiana Code Section 29-1-13-1. The estate shall pay all accrued expenses and taxes, and Ms. Hinds shall pay the

property tax beginning with the installment due in November, 2006. The estate shall keep the home insured until ten (10) days after recording the deed.

- B. The home and two (2) acres shall also have an easement over the decedent's realty as described in the probated will, attached to this agreement as Exhibit B.
- C. A personal representative's deed of twenty (20) acres on Highway 52 to E. Maxine Hinds, attached to this agreement as Exhibit C.
- D. All of the decedent's personal property.
- E. The sum of \$81,500, by bank check, cashier check or money order made payable to "Trust Account of Curtis E. Shirley".

4. All parties agree that E. Maxine Hinds shall receive all consideration in the settlement free of all estate, inheritance, gift, income, excise, capital gains and any other kind of tax.

5. The plaintiff agrees to the dismissal with prejudice of her will contest, costs paid. The plaintiff agrees to pay her attorney fees, expenses, and costs, including the expert fees of Dr. Hauschild and Mr. Ewbank. The Estate shall pay all other attorneys fees, expenses and costs, including jury fees, survey fees, and for the preparation and recording of the deeds.

6. Each of the parties signing below, on behalf of themselves and their agents, spouses, children, successors, assigns, attorneys, personal representatives, in their representative and/or individual capacities, release and discharge the others forever, jointly and severally, together with their agents, spouses, children, successors, assigns, attorneys, personal representatives, from any, every and all claims, demands or causes of action accruing, arising, growing out of, or connected with the Estate of Frances L. Mason, including any will, trust, estate plan, gift, complaint, counterclaim, accounting, objections thereto, motion, petition, paper or allegation in any other filing, and any other possible controversy between them, including any claims or causes of action which could have been raised, whether known or not known, and whether or not foreseeable.

7. This Agreement represents the entire agreement between the parties, and it supercedes all prior negotiations, representations, agreements, whether written or oral, among the parties or their representatives. Each party may enforce this Agreement in accordance with its terms, and the Franklin County, Indiana Circuit Court shall retain jurisdiction hereof. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover that party's reasonable attorney's fees and litigation expenses from the non-prevailing party. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana. It may be signed in

counterparts, and when signed by the parties shall become effective as if each of the parties signed the same document. Copies of this Agreement to which are attached copies or facsimiles of the signature pages showing signature by the parties may be used by any party to this Agreement as the original copy.

8. Except as provided in this Agreement, the personal representative shall administer the estate pursuant to the terms of the decedent's probated will. E. Maxine Hinds shall no longer be an interested person to object to any accounting or petition filed by the personal representative. No party objects to the court converting the estate to unsupervised administration.

Dated this May 31, 2006.

E. MAXINE HINDS

RONALD MASON

BARBARA MASON

DENNIS MASON

JENNIFER BANDY

JILL CURIEL

VICKI LOMELI

METHODIST CHURCH, New Trenton

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Plaintiff,)
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vs.)
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RONALD MASON, et al.)
)
Defendants.)

PETITION TO APPROVE SETTLEMENT AGREEMENT

Comes now the plaintiff, by counsel, and petitions the court to approve the attached Settlement Agreement.

All persons interested in the Estate and civil action signed the settlement agreement, which consents to the court so approving without the need for a hearing.

WHEREFORE the plaintiff requests that the court approve of the Settlement Agreement, order the personal representative to sign in his representative capacity, and such other proper relief.

Respectfully submitted,

LAW OFFICE OF CURTIS E. SHIRLEY

Curtis E. Shirley
Molly C. Johnson

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ORDER APPROVING SETTLEMENT AGREEMENT

Comes now the plaintiff, by counsel, and petitions the court to approve the attached Settlement Agreement. After due consideration the court grants the petition. The court finds that all persons interested in the estate have signed the settlement agreement, and consented to the court so approving without the need for a hearing. The court finds that the agreement is a good faith compromise of disputed matters resolved in the best interest of the heirs.

The court directs the personal representative to sign the agreement in its fiduciary capacity. The court will maintain jurisdiction until all transfers have been made pursuant to the settlement agreement and in the event any enforcement is necessary.

Case dismissed, with prejudice, costs paid, all parties to bear their respective attorneys fees and expenses. The court converts the administration of the estate to unsupervised status.

IT IS SO ORDERED, this _____.

Judge, Franklin County Circuit Court

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