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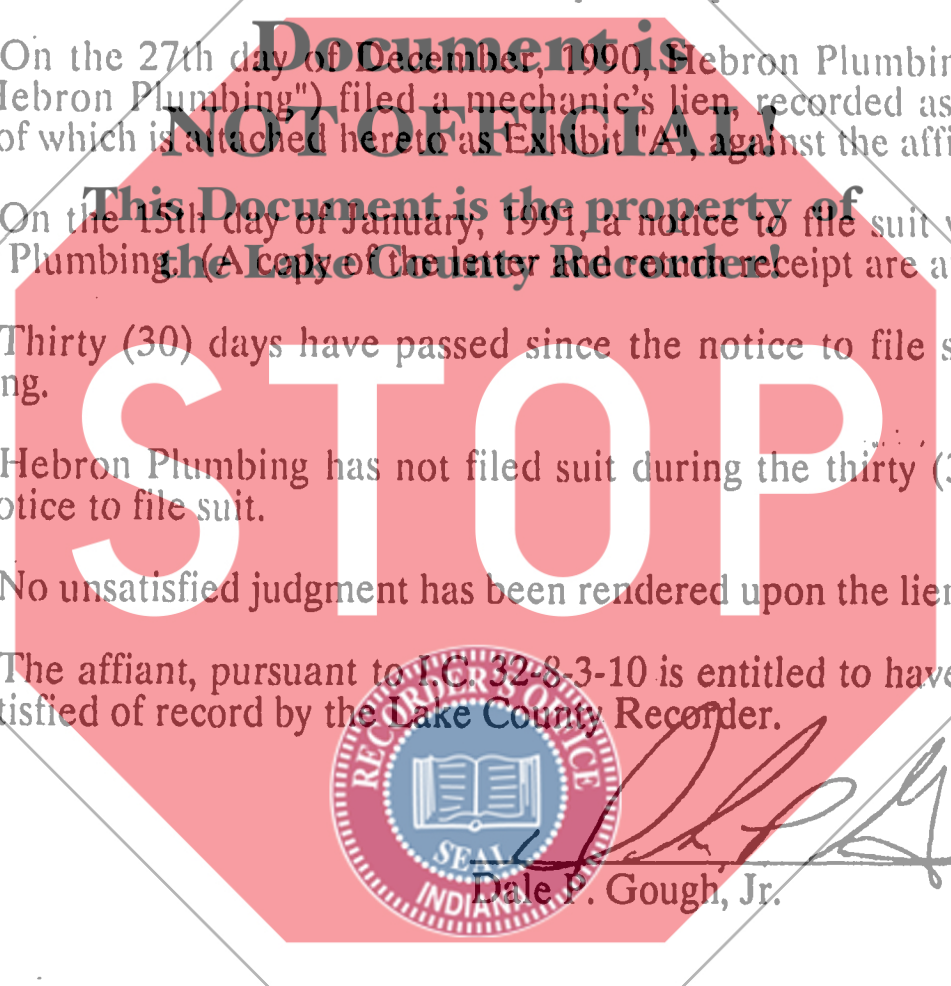
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STATE OF INDIANA }
COUNTY OF LAKE } SS:

**AFFIDAVIT TO SUPPORT RELEASE OF
MECHANIC'S LIEN (I.C. 32-8-3-10)**

DALE P. GOUGH, JR. after being duly sworn upon his oath, states as follows:

1. The affiant is twenty-one years of age or older.
2. The affiant is competent to testify to the matters stated herein.
3. The statements herein are made upon the personal knowledge of affiant.
4. On the 27th day of December, 1990, Hebron Plumbing and Heating, Inc. (hereinafter "Hebron Plumbing") filed a mechanic's lien, recorded as Document Number 140804, a copy of which is attached hereto as Exhibit "A", against the affiant's property.
5. On the 15th day of January, 1991, a notice to file suit was sent by certified mail to Hebron Plumbing. (A copy of the letter and a return receipt are attached hereto).
6. Thirty (30) days have passed since the notice to file suit was received by Hebron Plumbing.
7. Hebron Plumbing has not filed suit during the thirty (30) day period since receipt of the notice to file suit.
8. No unsatisfied judgment has been rendered upon the lien.
9. The affiant, pursuant to I.C. 32-8-3-10 is entitled to have the mechanic's lien released and satisfied of record by the Lake County Recorder.



[Signature]
Dale P. Gough, Jr.

ROBERT REISBERGER
FEB 25 1 04 PM '91

STATE OF INDIANA / S.S. NO.
LAKE COUNTY
FILED FOR REC. 99

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared **Dale P. Gough, Jr.**, and being first duly sworn upon his oath, states that the facts set forth in the foregoing instrument are true. Signed and sealed this 25 day of February, 1991.

[Signature]
Notary Public (Signature)
EDWARD P GRIMMER
Notary Public (Printed)

My Commission Expires: 10/29/94
County of Residence of Notary: Lake

This instrument prepared by Edward P. Grimmer, Attorney at Law
603 North Main Street, Crown Point, IN 46307

1100

Edward P. Grimmer
Attorney at Law
603 NORTH MAIN STREET
Crown Point, Indiana 46307-3233

TELEPHONE
(219) 662-1661
(219) 769-6354

January 15, 1991

U. S. Certified Mail
Return Receipt Requested

Thomas G. Harrison
HEBRON PLUMBING AND HEATING, INC.
352 South 700 West
Hebron, IN 46341

RE: Belinda L. Paul Dale P. Gough, Jr.

Dear Mr. Harrison:

I represent Mr. and Mrs. Gough regarding the lien you executed and caused to be recorded, the two contracts they have with your corporation for construction of their new home, and the damage you caused to the structure.

The lien was executed and recorded more than sixty days after you last provided work and on materials for which you liened. There are other matters that also make the lien invalid and unenforceable. As such, it is slander of title. Demand is made for you to release the lien immediately so as to terminate the slander. Failure to do so will subject you to damages for the slander of title which will include, but not be limited to increased costs of borrowing and bonding over the lien, increased costs incurred as to other subcontractors and delay.

Without waiving their claim for slander of title, my clients hereby demand that if you do not release the lien that you initiate suit to foreclose the lien and determine its legal validity within thirty days. If you fail to do so, your lien rights will be extinguished by operation of law.

While performing the backfilling, you damaged the foundation walls. Then you had the audacity to charge for some work associated with the repair, though you refused to make the repair. If you choose to sue on this lien, you will be counter sued for those damages.

COPY



Thomas G. Harrison
HEBRON PLUMBING AND HEATING, INC.
Page Two
January 15, 1991

Finally, when Mr. Gough contacted your corporation to schedule your performance under the plumbing contract, he was told that you would do no plumbing work or work under the plumbing contract until paid for the excavating work, for which you liened. My clients understand that to be your cancellation of the plumbing contract for which you have been paid \$5,500.00. Unless I hear from you in writing within ten days of the date of this letter how that understanding is incorrect, my clients will assume their understanding is correct.

Document is NOT OFFICIAL!

Very truly yours,

**This Document is the property of
the Lake County Recorder!**

Edward P. Grimmer

EPG/rhb

cc: Dale P. Gough, Jr.

STOP



P 886 080 154

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to Thomas G. Harrison
Hebron Plumbing & Heating
Street and No. 352 South 700 West
P.O. State and ZIP Code Hebron, IN 46341

Postage	\$ 25
Certified Fee	85
Special-Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	90
Return Receipt showing to whom, Date, and Address of Delivery	
TO TOTAL Postage and Fees	\$ 200

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!
PS Form 3800, June 1985

STOP

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS:

Print your name, address and ZIP Code in the space below.

- Complete Items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

RETURN TO



Print Sender's name, address, and ZIP Code in the space below.

Edward P. Grimmer

603 North Main Street

Crown Point, IN 46307



PENALTY FOR PRIVATE USE, \$300