

91023804

**SWORN STATEMENT AND NOTICE OF INTENTION  
TO HOLD MECHANIC'S LIEN**

TO:

ADDRESS:

Charles P. Bakker and  
Jean Bakker (H&W)  
Paul Bakker

9214 Johnston Street, Highland, IN 46322  
16305 White Oak Ave., Lowell, IN 46356

YOU ARE HEREBY NOTIFIED that Plumb, Tuckett and Associates, Inc., hereinafter called "Claimant" whose address is 120 East 90th Drive, Merrillville, Indiana intends to hold a Mechanic's Lien on the following described real estate:

(see attached)

and on improvements thereon, identified as:

professional surveying services (including office and field work) all of which is commonly known as:

16305 White Oak Avenue, Lowell, IN  
for the amount of: Six hundred and sixty-eight <sup>76/100</sup> Dollars (\$ 668.76 ),  
for work and labor done and/or materials furnished by Claimant and  
consisting of: professional surveying services (including office and field work)

for improvements of said real estate, within the last sixty (60) days.

The undersigned individual executing this instrument under the penalties of perjury hereby states that Claimant intends to hold a mechanic's lien upon the above described real estate and improvement and that the facts and matters set forth in the foregoing statement are true and correct.

*Donald L. Plumb*  
Signature

Donald L. Plumb  
Printed

5-17-91  
Date

STATE OF INDIANA

SS:

COUNTY OF LAKE

Donald L. Plumb, personally appeared before me, a Notary Public in and for said County and State, and acknowledged the execution of the foregoing Sworn Statement and Notice of Intention to Hold Mechanic's Lien, and who, having been duly sworn, under the penalties of perjury, stated that the matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal this 17th day of May, 1991. My Commission expires May 14, 1993.

*Dawn M. Delahunty*  
Dawn M. Delahunty

5-17-91  
Date

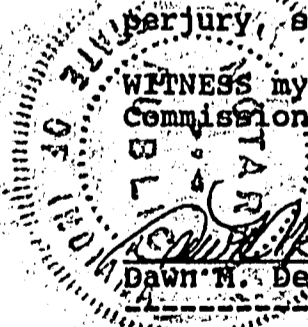
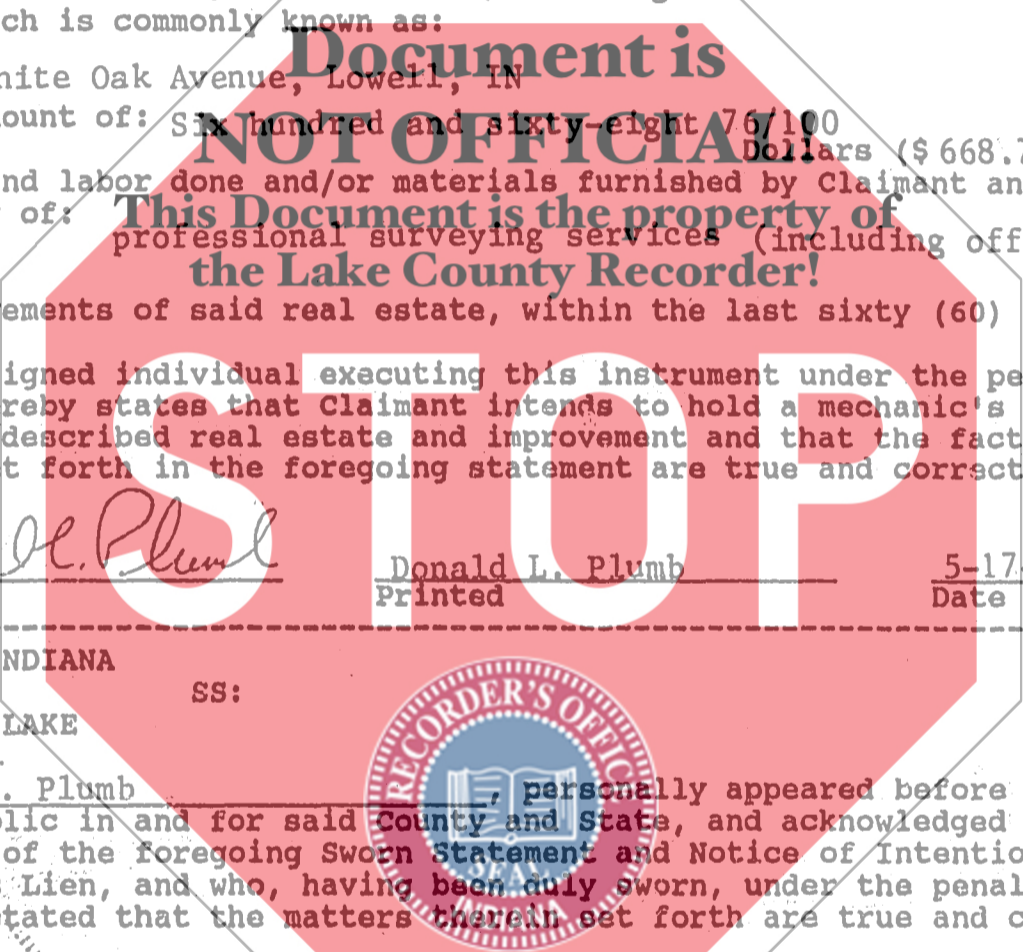
PORTER  
County of Residence

The undersigned, duly elected and acting Recorder of \_\_\_\_\_ County, Indiana, certifies that a copy of the above Sworn Statement and Notice of Intention to Hold Mechanic's Lien asserted by Plumb, Tuckett and Associates was sent to the following entities:

who are owners or interest holders in the real estate and improvements thereon, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

This instrument prepared by Plumb, Tuckett & Associates, Inc.

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
RECORDED  
MAY 17 2 53 PM '91  
ROBERT J. GREENLAND  
RECORDER



1200

**LEGAL DESCRIPTION:** The SW 1/4 of the SW 1/4 of S 8, T 33 N, R 9 W of 2nd P.M. in Lake County, Ind. exc. therefrom only a tract of approximately 3 acres out of the S 1/4 thereof, such excepted parcel being more part. desc. as follows: Comm. at a point 450' 7" of the SW corner of the S 1/4 of the SW 1/4 of the SW 1/4 on the S line thereof and running thence N at right angle a distance of 103.95'; thence at right angle a distance of 145.0'; thence N at right angle a distance of 41.4'; thence E at right angle a distance of 160.0'; thence N at right angle a distance of 25.05'; thence at right angle a distance of 539.87' to a point 16.23' W of the E line of the above SW 1/4 of the SW 1/4 of S 8, thence S a distance of 171.05' to a point 20.0' W of the SE corner of the above said SW 1/4 of the SW 1/4, thence W a distance of 844.87' to the place of beginning, the property herein conveyed being 37 acres more or less, together with all rights, privileges, improvements and appurtenances thereto belonging.

I or we hereby agree and acknowledge that the tax valuation used as a basis to determine the Tax Pro-ration in the closing of the above transaction is subject to change due to an increase in tax rates, building improvements, placed on the property, failure to file exemptions in the current year, or disallowance of exemptions which have been filed.

I or we also hereby agree and acknowledge that the amount used as a basis to determine the sewage pro-rations, if any, in the closing of the above transaction is subject to change due to an increase or decrease, in the actual charges for sewage levied from the date of the current paid sewage bill.

It is therefore agreed that I or we, as seller, will pay the pro-rata share of the additional taxes or sewage charges due as a result. The buyers herein shall present a tax bill or sewage bill showing such increase and such evidence shall be sufficient to obligate us for an additional allowance.

In the event the pro-ration credit to the purchaser is in excess of the pro-rata amount needed to satisfy said obligations the purchaser agrees to refund such excess to the seller.

I or we agree to save Hoosier State Bank of Indiana harmless in reference to any adjustment to be made concerning the above and said Hoosier State Bank of Indiana shall not be involved in any adjustment, but parties will make any adjustment among themselves.