

This Assignment is made without recourse or warranty, except that the undersigned hereby warrants that:

- (a) No act or omission of the undersigned has impaired the validity and priority of the said security instrument;
- (b) The security instrument is a good and valid first lien and is prior to all mechanics' and materialmen's liens filed of record regardless of when such liens attach, and is prior to all liens, encumbrances, or defects which may arise except such liens or other matters as have been approved by the assignee hereunder;
- (c) The sum of \$44,589.24 dollars together with the the interest from the first day of April, 1994, at the rate of 5.5% per annum, computed as provided in the credit instrument, is actually due and owing under the said credit instrument;
- (d) The undersigned has a good right to assign the said security and credit instruments.
- (e) There are no offsets or counterclaims against the said security and credit instrument

LEGAL DESCRIPTION:

LOT 6 IN BLOCK 1 IN MEADOWDALE SECOND SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED JULY 3, 1956 IN PLAT BOOK 31, PAGE 62, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

