

(10%) PERCENT interest with payments of THREE HUNDRED EIGHT AND 96/100 (\$308.96) DOLLARS per month commencing April 1, 1986;

5. That George and Carol Seivers defaulted in said contract commencing with the May 1986 payment and further failed and refused to pay real estate taxes and insurance on said real estate;

6. That subsequent to entry into said contract, George and Carol Seivers abandoned said real estate and returned possession of said real estate to the partnership known as Welch & Kurtz;

7. That George and Carol Seivers abandoned said real estate after receiving notice of a lawsuit to collect the sums due the partnership pursuant to the contract default;

8. That no forfeiture of the contract was entered by the court because of the abandonment of the premises by George and Carol Seivers;

9. That George and Carol Seivers have no equity or interest in and to said real estate and have a judgment against them due the partnership known as Welch & Kurtz in the sum of SIX THOUSAND (\$6,000.00) DOLLARS together with interest at the rate of TEN (10%) PERCENT per annum from and after August 1, 1990 to date which judgment remains unpaid.

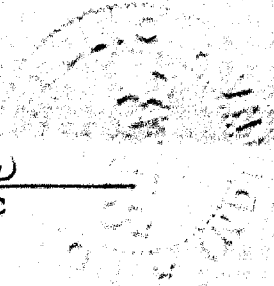
Further your affiant sayeth not.


WILLIAM T. ENSLEN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public for the County of Lake, State of Indiana, personally appeared William T. Enslin, and he being first duly sworn by me upon his oath, states under the penalty of perjury that the above and foregoing statements and facts are true to the best of his knowledge and belief.

SIGNED AND SEALED this 9th day of February, 1996.


Mariann Dertow
Mariann Dertow, Notary Public

My commission expires: 10/5/96

Resident of Lake County

This instrument prepared by: WILLIAM T. ENSLEN
142 Rimbach
Hammond, IN 46320
(219) 931-1700