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STATE OF INDIANA )  
                          ) SS:  
COUNTY OF, L A K E)

**AFFIDAVIT TO RELEASE MORTGAGE LIEN BASED  
UPON EXPIRATION OF STATUTE OF LIMITATIONS  
(IND. CODE SECTION 32-8-4-3)**

LAURETTA J. BATUR formerly known as LAURETTA J. BETUSTAK, after being duly sworn upon her 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.

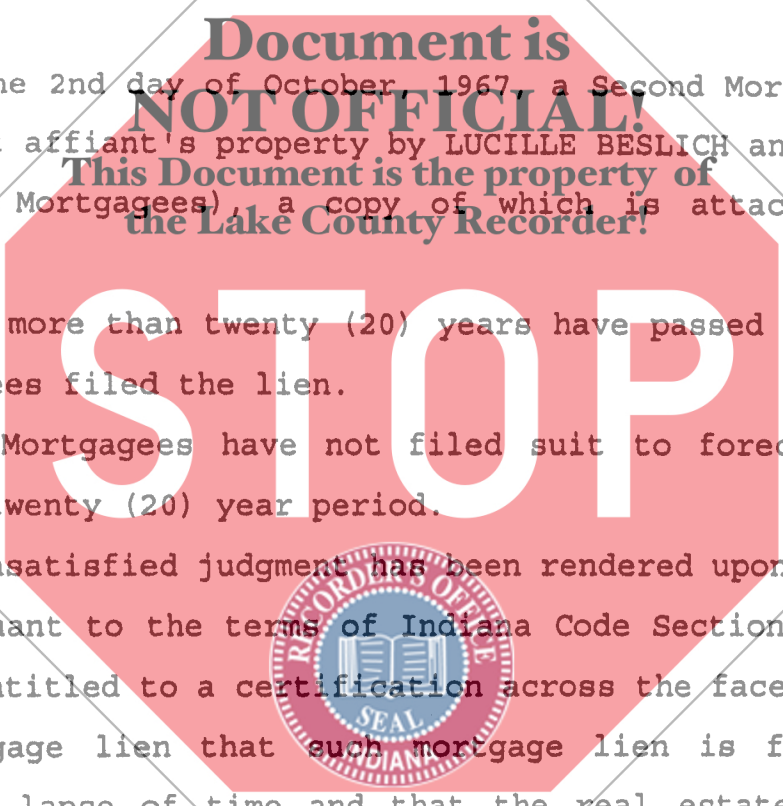
4. On the 2nd day of October, 1967, a Second Mortgage lien was filed against affiant's property by LUCILLE BESLICH and TONY BESLICH (hereinafter Mortgagees), a copy of which is attached hereto as Exhibit "A".

5. That more than twenty (20) years have passed since the time that Mortgagees filed the lien.

6. The Mortgagees have not filed suit to foreclose the lien during this twenty (20) year period.

7. No unsatisfied judgment has been rendered upon the lien.

8. Pursuant to the terms of Indiana Code Section 32-8-4-3 the affiant is entitled to a certification across the face of the record of the mortgage lien that such mortgage lien is fully paid and satisfied by lapse of time and that the real estate described in such mortgage lien is released from the lien thereof by the Lake County Recorder.



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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING

Lauretta Batur  
Owner (Affiant)

SUBSCRIBED & SWORN to before me  
this 30 day of August, 1996.

Georgene P. Petroski  
Notary Public

Georgene P. Petroski  
(Printed)

Residing in LAKE County, IN My Commission Expires: 7-30-97

This instrument prepared by John W. Zielinski, UAW Ford Legal Services, 1579 Huntington Drive, Calumet City, Illinois 60409.

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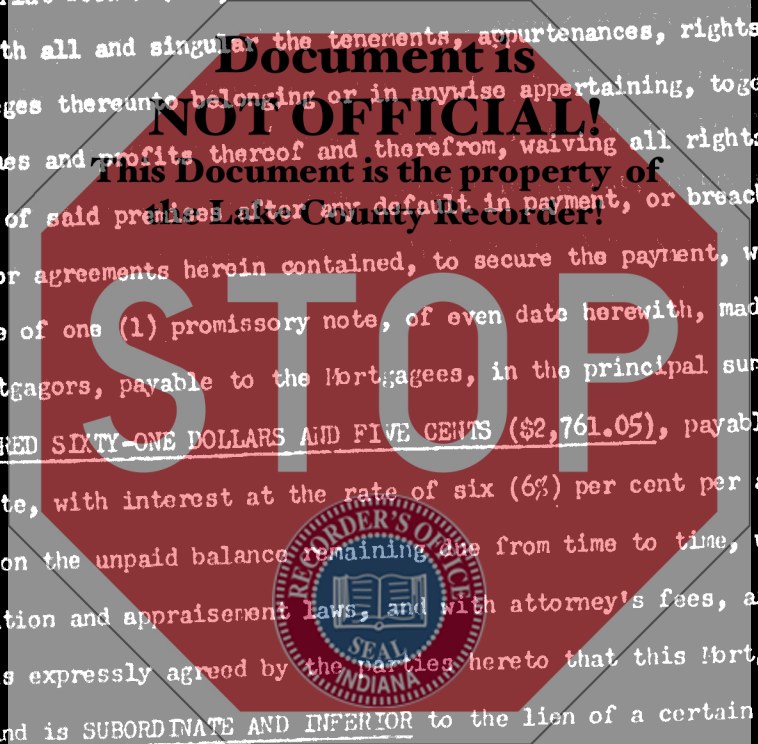
1104 Alexander  
Hammond, Ind

SECOND MORTGAGE

THIS INDENTURE WITNESSETH: THAT ROBERT JOSEPH BETUSTAK and LAURETIA J. BETUSTAK, Husband and Wife, of LAKE COUNTY, INDIANA, hereinafter called the "MORTGAGORS", DO HEREBY MORTGAGE AND WARRANT unto: LUCILLE BESLICH (formerly Lucille L. Wojcik) and TONY BESLICH, Her Husband, of LAKE COUNTY, INDIANA, hereinafter called the "MORTGAGEES", the following described Real Estate, situated in Hammond, Lake County, Indiana, and particularly described as follows, to-wit:

Lot one (1), A. J. Quinn's Addition to Hammond, as shown in Plat Book No. 22, at page No. 34, in Lake County, Indiana,

together with all and singular the tenements, appurtenances, rights, easements and privileges thereunto belonging or in anywise appertaining, together with the rents, issues and profits thereof and therefrom, waiving all rights to retain possession of said premises after any default in payment, or breach of any of the covenants or agreements herein contained, to secure the payment, when the same becomes due of one (1) promissory note, of even date herewith, made and executed by the Mortgagors, payable to the Mortgagees, in the principal sum of: TWO THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS AND FIVE CENTS (\$2,761.05), payable as provided in said note, with interest at the rate of six (6%) per cent per annum, payable monthly upon the unpaid balance remaining due from time to time, without relief from valuation and appraisal laws, and with attorney's fees, after default.



It is expressly agreed by the parties hereto that this Mortgage is a SECOND MORTGAGE and is SUBORDINATE AND INFERIOR to the lien of a certain mortgage executed by Albert F. Livovich to Citizens Federal Savings & Loan Association, dated February 25th, 1955, and recorded on March 1st, 1955, in Mortgage Record No. 1062, at page No. 175, as Document No. 821758, in the Recorder's office of Lake County, Indiana.

IT IS AGREED BY THE PARTIES HERETO that Mortgagors shall have the right to make pre-payments on said mortgage, at any time, without premium.

It is further understood and agreed by the parties hereto that if default be made in the payment of the said promissory note, or of any part thereof, at the time and in the manner above provided for the payment thereof, or in case of waste

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Not Alexander  
Hammond, Ind

SECOND MORTGAGE

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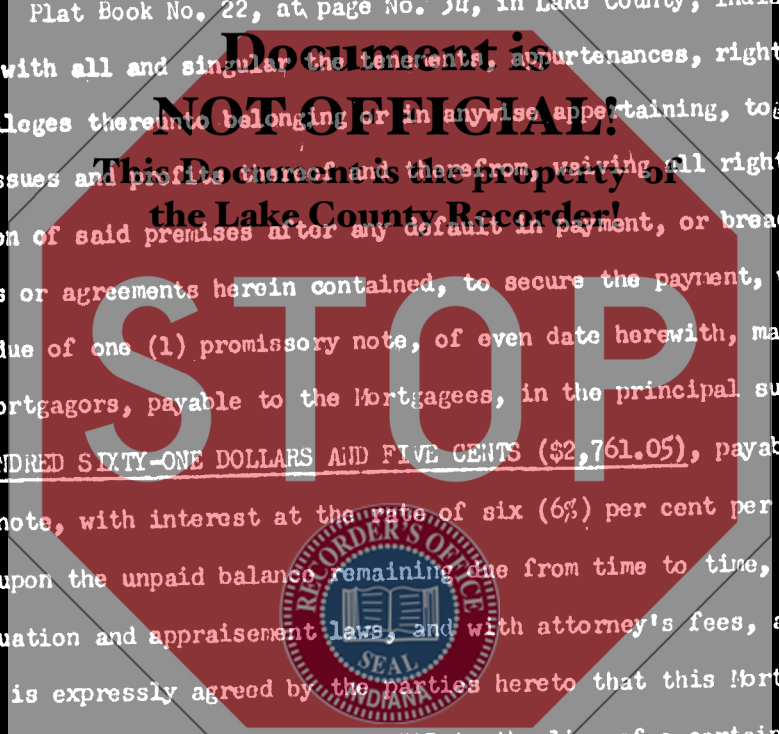
Lot one (1), A. J. Quinn's Addition to Hammond, as shown in Plat Book No. 22, at page No. 34, in Lake County, Indiana,

together with all and singular the tenements, appurtenances, rights, easements and privileges thereunto belonging or in anywise appertaining, together with the rents, issues and profits thereof and therefrom, reserving all rights to retain possession of said premises after any default in payment, or breach of any of the covenants or agreements herein contained, to secure the payment, when the same becomes due of one (1) promissory note, of even date herewith, made and executed by the Mortgagors, payable to the Mortgagees, in the principal sum of: TWO THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS AND FIVE CENTS (\$2,761.05), payable as provided in said note, with interest at the rate of six (6%) per cent per annum, payable monthly upon the unpaid balance remaining due from time to time, without relief from valuation and appraisal laws, and with attorney's fees, after default.

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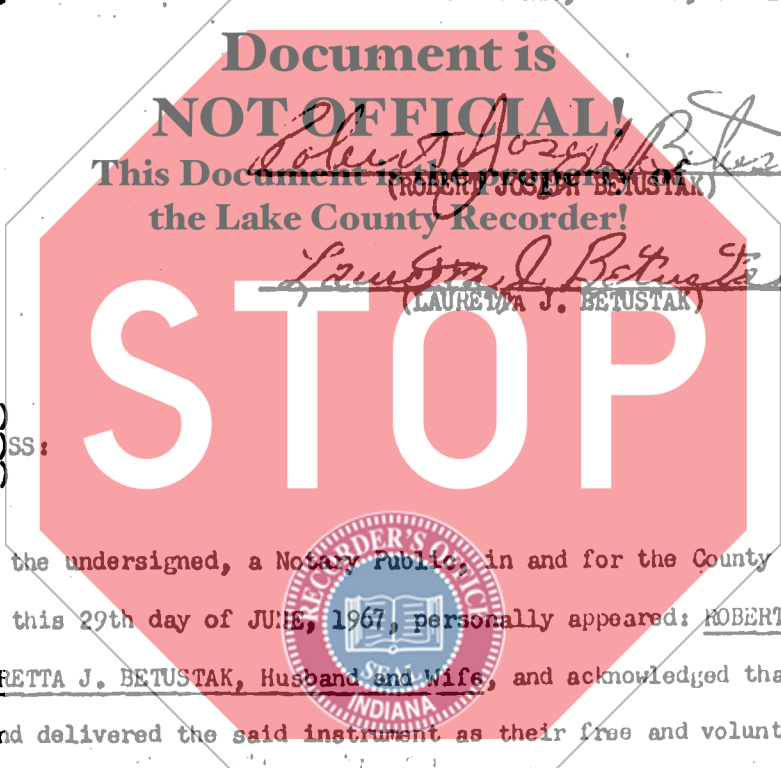
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It is further understood and agreed by the parties hereto that if default be made in the payment of the said promissory note, or of any part thereof, at the time and in the manner above provided for the payment thereof, or in case of waste



or the non-payment of taxes or insurance on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case, the whole of said principal sum shall become, at the option of the Mortgagees, immediately due and payable, and this mortgage may be immediately foreclosed to pay the same, but subject to the superior and paramount lien of the first mortgage hereinabove described; and out of the proceeds of such foreclosure sale, there shall be first paid all expenses and costs of said suit and sale, reasonable attorney's fees, and all money advanced for taxes, assessments and other liens, and then shall be paid out the principal and interest on said note.

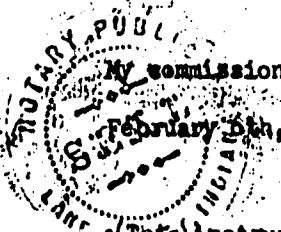
IN WITNESS WHEREOF, the said ROBERT JOSEPH BETUSTAK and LAURETTA J. BETUSTAK, Husband and Wife, have hereunto set their hands and seals, on this, the 29th day of JUNE, 1967.



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, this 29th day of JUNE, 1967, personally appeared: ROBERT JOSEPH BETUSTAK and LAURETTA J. BETUSTAK, Husband and Wife, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts and deeds, and for the uses and purposes therein set forth.

WITNESS my hand and Notarial seal, on this, the day and year first hereinabove written.



Donald E. Tremper  
(Donald E. Tremper) Notary Public.

My commission expires:  
February 5th, 1968.

(This instrument prepared by:  
Arnold G. Huebner)

STATE OF INDIANA'S  
LAKE COUNTY  
FILED FOR RECORD

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JOSEPH E. KLEN  
RECORDER

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