L-8838-2

STATE OF INDIANA
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SS: 97083652

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 DEC -8 AM IO: 01

MORRIS W. CARTER

Michael J. Puntillo being first duly sworn, deposes and says:

That he is the identical party who made, executed and delivered that certain deed to Peoples Bank SB an Indiana Corporation dated the 25th day of November, 1997, conveying the following described property, to-wit:

LOT 13 IN BLOCK 3 IN KOSCIUSKO PARK ADDITION, IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 5, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. Commonly known as: 5117 Walsh Street, East Chicago, Indiana 46312

That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the grantee; that the consideration in aforesaid deed was and is payment to the deponent of the sum of \$10.00 by the grantee named therein, receipt for which is hereby acknowledged, together with the full cancellation of all debts. obligations, costs and charges heretofore existing under and by virtue of the terms of a certain mortgage heretofore existing on the property therein executed by Michael J. Puntillo as mortgagor to Peoples Bank, A Federal Savings Bank nka Peoples Bank SB, as mortgagee, dated the 28th day of May, 1994, and recorded as Document No. 94042470 of the records of Lake County, State of Indiana, and a statement of lien heretofore existing on the property therein executed by Michael J. Puntillo as mortgagor to Peoples Bank SB as mortgagee, dated the 22nd day of January 1996 and recorded as Document No. 96005818 of the records of Lake County, State of Indiana and the cancellation of record by said grantee of said mortgage, and statement of lien by the delivery of this affiant of the note or other evidence of debt secured by said mortgage duly cancelled, receipt of which said cancelled note is hereby acknowledged.

That the aforesaid deed and conveyance was made by this deponent as the result of his request that the grantee accept such deed and was his free and voluntary act; that at the time of making said deed this deponent felt and still feels that the mortgage indebtedness above mentioned represents a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponent; that at the time it was given there was no other person or persons, firms or corporation, other than the grantee therein named interested, either direct or indirectly, in said premises; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that the deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that the deponent in offering to execute the aforesaid deed to the grantee therein, and in executing same, was not acting under any misapprehension as to the effect thereof, nor

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12:00

under any duress, undue influence, or misrepresentations by the grantee or the agent or attorney of the grantee in said deed and that it was the intention of this deponent as grantor in said deed to convey and by said deed this deponent did convey to the grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.

This affidavit is made for the protection and benefit of the aforesaid grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and particularly for the benefit of Ticor Title Insurance Company which is about to insure the title to said property in reliance thereon, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Subscribed and sworn to before me this 2ND day of DECEMBER . 1997.

Michael J. Puntillo

lotary Public JAMES P. LEHR

Resident of LAKE County

My Commission Expires: 10/21/2000

Prepared by Frank J. Bochnowski, Attorney at Law