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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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99 AUG 26 AM 9:30

MORRIS W. CARTER  
RECORDER

**MORTGAGOR'S AFFIDAVIT**

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Before me personally appeared **LESLIE PICKETT and TRACY L PICKETT** (hereinafter referred to as "Affiant"), being first duly sworn on his oath, disposes and says (if Affiant is not a natural person, then by and through its undersigned authorized representative):

1. Affiant is the owner (of the following described real estate located in LAKE County, State of Indiana (the "Real Property")):

**Lot 42 in Southwood, as per plat thereof, recorded in Plat Book 49 page 49, in the Office of the Recorder of Lake County, Indiana.**

2. The Real Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature, and description whatsoever, except for real estate taxes not yet due and payable and easements, agreements and restrictions of record.

3. There have been no improvements, alterations, or repairs to the Real Property for which the costs remain unpaid, and there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid except for the following: \_\_\_\_\_

4. There are no mechanic's, materialmen's, or laborer's liens against the Real Property.

5. The Real Property is properly zoned and its intended use complies with the uses permitted by such zoning, all building codes and other governmental laws and regulations, and all plats, covenants, restrictions and matters of record.

6. There are no violations of any laws or regulations or any plats, covenants or restrictions, or matters of record pertaining to the Real Property.

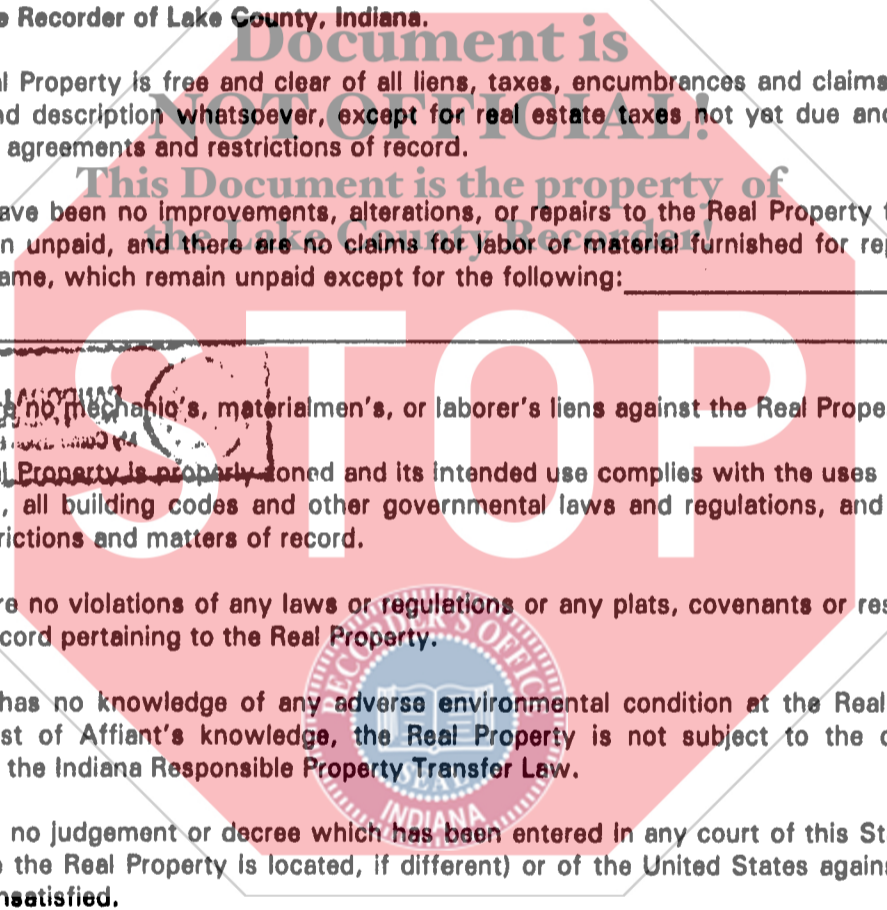
7. Affiant has no knowledge of any adverse environmental condition at the Real Property and, to the best of Affiant's knowledge, the Real Property is not subject to the disclosure requirements of the Indiana Responsible Property Transfer Law.

8. There is no judgement or decree which has been entered in any court of this State (or of the state where the Real Property is located, if different) or of the United States against Affiant which remain unsatisfied.

9. There are no encroachments on the Real Property, and any improvements on the Real Property are and will be located entirely within its boundaries.

10. In connection herewith, a Promissory Note and Real Estate Mortgage, (the "Mortgage") are being executed in favor of Bank One, Indiana, NA ("Bank One"), which Mortgage will be a lien on the Real Property.

11. Affiant holds title to the Real Property subject only to a certain mortgage in favor of HOMESIDE.



1100 SW

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1955... Co., Kentucky - P.O. Box 11606 Lexington Ky 40576

12. This Affidavit is made for the purpose of inducing Bank One to extend a loan to **LESLIE PICKETT** and **TRACY L PICKETT** in the principal sum of \$12,000.00 and further to induce the Title Insurance Company to issue its policy of title insurance guaranteeing Affiant's title to the Real Property and the validity of the Mortgage to Bank One as a second lien on the Real Property. Affiant agrees that the truth of the statements herein contained is a condition without which said loan would not be made or said title insurance issued.

Leslie Pickett  
LESLIE PICKETT

Tracy L Pickett  
TRACY L PICKETT

SUBSCRIBED AND SWORN TO before me this 27<sup>th</sup> day of July, 19 99.

**NOT OFFICIAL!**  
Signature: Pandora L Hamilton  
Printed: PANDORA L Hamilton  
Notary Public

My Commission Expires: 5-18-2008  
My County of Residence: LAKE

