

FILED

MAR 08 2000

STATE OF INDIANA)
COUNTY OF Lake)

PETER BENJAMIN
SS: LAKE COUNTY AUDITOR

3 Rivers Title Co
727 S. Clinton St
St. Wayne, IN 46802

COMES NOW, Mary German, being duly sworn upon her oath deposes and says:

That she makes this affidavit based upon her own personal knowledge;

That she and Harris German acquired title as husband and wife to the following described real estate in Lake County, Indiana:

Lot Number 7, L.I. Combs and Sons Second Subdivision in the City of Gary,
as shown in Plat Book 27, page 24, Lake County, Indiana.

by deed recorded August 25, 1976 as Instrument Number 366540, in the Office of the Recorder of Lake County, Indiana; and that the marital relationship which existed between said Mary German and Harris German continued unbroken from the time they so acquired title to said real estate until the death of Harris German, at which time Mary German acquired title to said real estate as surviving tenant by the entireties;

And Affiant further saith naught.

Dated this 7th day of March, 2000.

MAIL TAXES: 272 Grant Ste.
GARY, IN 46404

Mary German
Mary German

Before me, a Notary Public in and for said County and State this 7th day of March, 2000, personally appeared Mary German, who acknowledged the execution of the foregoing affidavit, and who, having been duly sworn, under the penalties of perjury, stated that the facts and matters therein set forth are true and correct.

Witness my hand and notarial seal.

My Commission Expires:

AUGUST 5, 2007

elaine mendez
Notary Public
Printed Elaine Mendez
County of Residence

This instrument prepared by Charles D. Bash, Attorney, 803 S. Calhoun St., Suite 500, Fort Wayne, Indiana 46802.

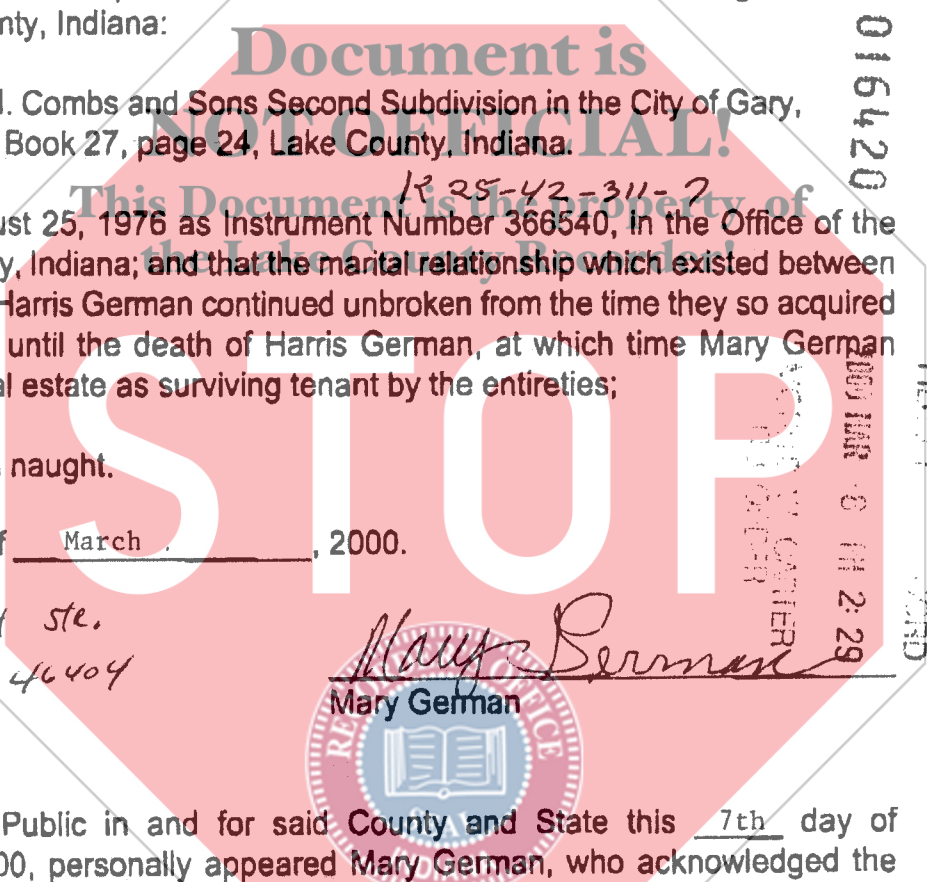
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0488-22910

9.00
per

2000016420

STATE OF INDIANA
LAKE COUNTY
FILED
RECORD



25x10

warrant to Norwest Financial Indiana, Inc., hereinafter referred to as Mortgagee, the following described real estate in LAKE County, State of Indiana, to wit:

LOT NUMBER 18, EXCEPT THE SOUTH 24 1/2 FEET THEREOF, ALL OF LOT NUMBER 17 AND LOT NUMBER 16, EXCEPT THE NORTH 4 1/2 FEET THEREOF, BLOCK 1 PRITCHARD'S SECOND ADDITION TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 11, PAGE 28, IN LAKE COUNTY, INDIANA.

to secure the repayment of a promissory note of even date in the sum of \$ 150,660.00 , payable to Mortgagee in monthly installments, the last payment to fall due on MARCH 8TH , 2015 , and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time, shall not exceed the sum of \$125,000.00.

Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage.

Mortgagors agree to pay all indebtedness secured hereby, together with all taxes, assessments, charges, and insurance, without any relief whatsoever from valuation or appraisal laws of the State of Indiana.


Mortgagors agree not to sell, convey or otherwise transfer the above described real estate or any part thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

Mortgagors agree that upon failure to pay any installment due under said note, or any other indebtedness hereby secured when due, or taxes, assessments, insurance, or prior liens, or in event of default in or violation of any of the other terms hereof, then all of said mortgage indebtedness shall at Mortgagee's option, without notice, become due and collectible and this mortgage may then be foreclosed accordingly. Upon foreclosure Mortgagee shall have the right, irrespective of any deficiency, to which Mortgagors hereby consent, to have a receiver appointed to take possession of said premises and collect the rents, issues and profits thereof for the benefit of the Mortgagee.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 3RD day of MARCH , 2000 .

Sign here 
Type name as signed: KEITH LEROY HEDDENS


Sign here 
Type name as signed:

Sign here 
Type name as signed:

Sign here 
Type name as signed:

State of Indiana)
) ss.
County of LAKE)

Before me, the undersigned, a Notary Public in and for said County, this 3RD day of MARCH , 2000 , came KEITH LEROY HEDDENS , and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

Type name as signed: ELAINE MENDEZ  , Notary Public
My Commission Expires: AUGUST 5, 2007

This instrument was prepared by: RANDY LANGE NORWEST FINANCIAL INDIANA INC.
1155 EAST RIDGE ROAD
GRIFFITH IN. 46319

IN-942-0899

9.02
/m

0488-22900

Township Permanent real estate index number
26-35-0247-0017

B. Legal description:

Section Township Range

Enter or attach complete legal description in this area: SEE ATTACHED ADDENDUM B

Liability Disclosure

Transferees of real property are advised that their ownership or other control of such property may render them liable for environmental cleanup costs whether or not they caused or contributed to the presence of environmental problems in association with the property.

C. Property Characteristics:

Lot size Acreage

Check all types of improvement and uses that pertain to the property:

- Apartment building (6 units or less) Industrial building
Commercial apartment (over 6 units) Farm, with buildings
Store, office, commercial building Other (specify)

II. Nature of Transfer

- (1) Is this a transfer by deed or other instrument of conveyance?
(2) Is this a transfer by assignment of over 25% of beneficial interest of a land trust?
(3) A lease exceeding a term of 40 years?
(4) A mortgage or collateral assignment of beneficial interest?
(5) A contract for the sale of property?

B. (1) Identify Transferor:

Name and current address of Transferor KEITH LEROY HEDDENS 6334 NEVADA AVE HAMMOND IN. 46323 Trust number

Name and address of Trustee if this is a transfer of beneficial interest of a land trust

(2) Identify person who has completed this form on behalf of the Transferor and who has knowledge of the information contained in this form:

Name, position (if any), and address Telephone number

C. Identify Transferee:

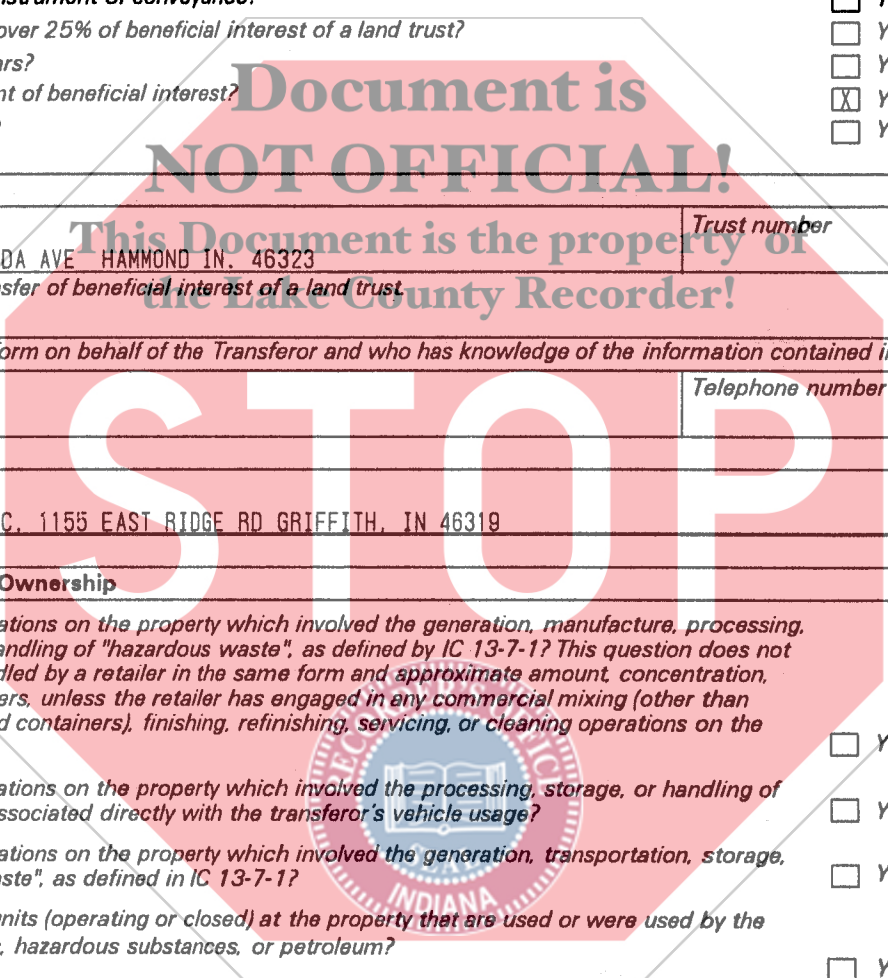
Name and current address of Transferee NORWEST FINANCIAL INDIANA, INC. 1155 EAST RIDGE RD GRIFFITH, IN 46319

III. Environmental Information

A. Regulatory Information During Current Ownership

- 1. Has the transferor ever conducted operations on the property which involved the generation, manufacture, processing, transportation, treatment, storage, or handling of "hazardous waste" as defined by IC 13-7-1?
2. Has the transferor ever conducted operations on the property which involved the processing, storage, or handling of petroleum, other than that which was associated directly with the transferor's vehicle usage?
3. Has the transferor ever conducted operations on the property which involved the generation, transportation, storage, treatment, or disposal of "hazardous waste", as defined in IC 13-7-1?
4. Are there any of the following specific units (operating or closed) at the property that are used or were used by the transferor to manage hazardous wastes, hazardous substances, or petroleum?
Landfill
Surface Impoundment
Land Treatment
Waste Pile
Incinerator
Storage Tank (Above Ground)
Storage Tank (Underground)
Container Storage Area
Injection Wells
Wastewater Treatment Units
Septic Tanks
Transfer Stations
Waste Recycling Operations
Waste Treatment Detoxification
Other Land Disposal Area

If there are "YES" answers to any of the above items and the transfer of property that requires the filing of this document is other than a mortgage or collateral assignment of beneficial interest, you must attach to the copies of this document that you file with the county recorder and the department of environmental management a site plan that identifies the location of each unit.



14.00 per \$ 1.00 each

(continued on reverse side)

(C) If the answer to question (B) was Yes, then indicate whether or not the final order or decree is still in effect for this property.

Yes No

9. Environmental Releases During Transferor's Ownership.

(A) Has any situation occurred at this site which results in a reportable "release" of any hazardous substances or petroleum as required under state or federal laws?

Yes No

(B) Have any hazardous substances or petroleum which were released come into direct contact with the ground at this site?

Yes No

If the answers to questions (A) and (B) are Yes, have any of the following actions or events been associated with a release on the property?

- Use of a cleanup contractor to remove or treat materials including soils, pavement, or other surficial materials?
- Assignment of in-house maintenance staff to remove or treat materials including soils, pavement, or other surficial materials?
- Sampling and analysis of soils?
- Temporary or more long term monitoring of groundwater at or near the site?
- Impaired usage of an on-site or nearby water well because of offensive characteristics of the water?
- Coping with fumes from subsurface storm drains or inside basements?
- Signs of substances leaching out of the ground along the base of slopes or at other low points on or immediately adjacent to the site?

10. Is the facility currently operating under a variance granted by the commissioner of the Indiana department of environmental management?

Yes No

11. Is there any explanation needed for clarification of any of the above answers or responses?

B. Site Information Under Other Ownership or Operation

1. Provide the following information about the previous owner or about any entity or person to whom the transferor leased the property or with whom the transferor contracted for the management of the property:

Name _____

Type of business or property usage _____

2. If the transferor has knowledge, indicate whether the following existed under prior ownerships, leaseholds granted by the transferor, or other contracts for management or use of the property:

- Landfill
- Surface Impoundment
- Land Treatment
- Waste Pile
- Incinerator
- Storage Tank (Above Ground)
- Storage Tank (Underground)
- Container Storage Area
- Injection Wells
- Wastewater Treatment Units
- Septic Tanks
- Transfer Stations
- Waste Recycling Operations
- Waste Treatment Detoxification
- Other Land Disposal Area

- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No

IV. Certification

A. Based on my inquiry of those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true and accurate.

Mortgagor/Transferor (type name as signed):

KEITH LEROY HEDDENS *Keith Le Roy Heddens*

B. This form was delivered to me with all elements completed on

Norwest Financial Indiana, Inc. (type name as signed):

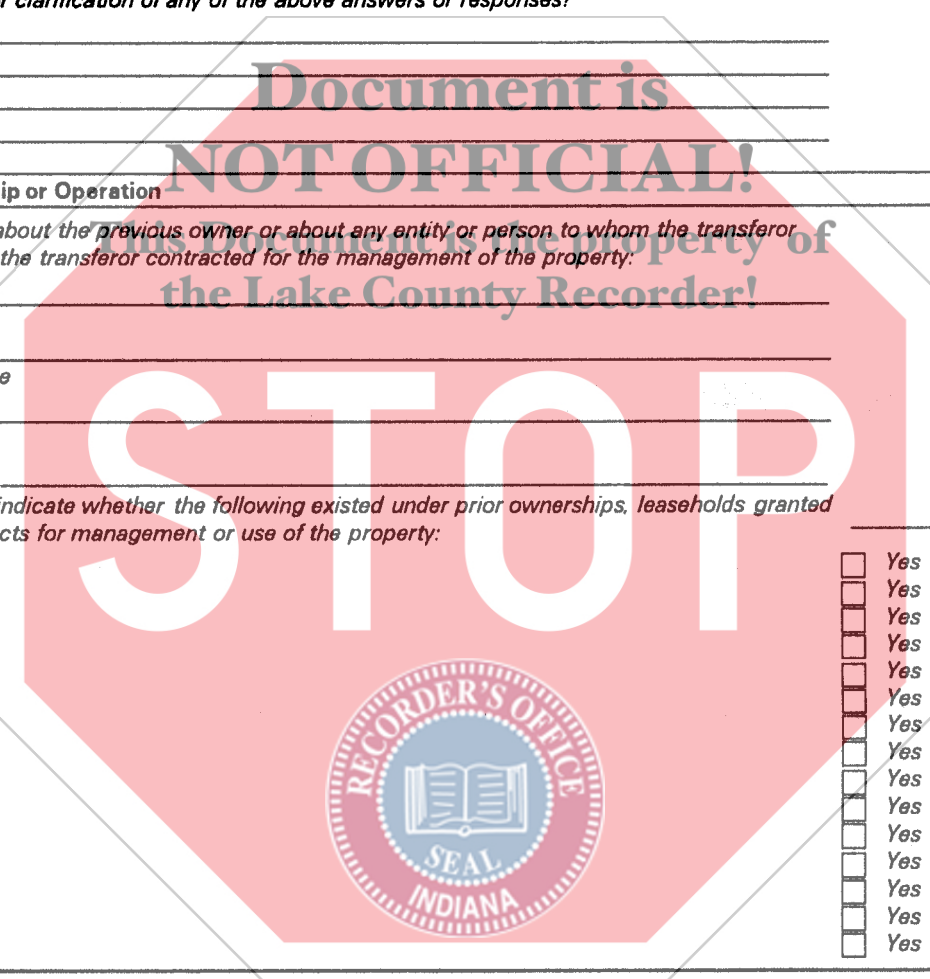
STEVE THOMPSON *Steve Thompson*

State of Indiana)
) ss.
County of LAKE)

Before me, the undersigned, a Notary Public in and for said County, this 3RD day of MARCH, 2000, came KEITH LEROY HEDDENS, and acknowledged the execution of the foregoing. Witness my hand and official seal.

Elaine Mendez
ELAINE MENDEZ, Notary Public

Type name as signed: AUGUST 5, 2007
My Commission Expires: AUGUST 5, 2007
This instrument was prepared by: RANDY LANGE NORWEST FINANCIAL INDIANA INC.
1155 EAST RIDGE ROAD
GRIFFITH IN. 46319



ADDENDUM B

LOT NUMBER 18, EXCEPT THE SOUTH 24 1/2 FEET THEREOF, ALL OF LOT NUMBER 17 AND LOT NUMBER 16, EXCEPT THE NORTH 4 1/2 FEET THEREOF, BLOCK 1 PRITCHARD'S SECOND ADDITION TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 11, PAGE 28, IN LAKE COUNTY, INDIANA.

Keith Leroy Heddens
KEITH LEROY HEDDENS

