STATE OF INDIANA LAKE COLLINY FILED STORY

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STATE OF INDIANA

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COUNTY OF LAKE

CLEHA LAKE SUPERIOR COURT

Liled for Taxazion Sul

AFFIDAVIT OF INHERITANCE TAX EXEMPT COMPANIE FOR TRANSFER

Re: Orvena Woronecki, Deceased Social Security No.: 309-14-5253

MAR 21, 2000

1. Decedent:

Name: Orvena Woronecki Address: 1459 Shell Street IAL

This Document is the property of

died testate on October 19, 1999 a resident of Lake County, Indiana.

2. Affiant:

I am familiar with the facts set out in this affidavit as the daughter and one of the named heirs of the decedent or decedent's estate.

3. Estate:

X Decedent died a resident of Indiana and there is an estate pending by reason of decedent's death.

X Decedent's estate was opened in Indiana on 2000, in the Circuit Court of Lake County, Indiana, under Cause No. 45C01-0001-ES-03/

4. Exemption from Inheritance Tax:

Decedent's gross estate, consisting of all property subject to Indiana Inheritance Tax, includes decedent's Indiana real property which is legally described as follows:

Lot 15 in Block 5 in Tewes Park Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 20 page 22, in the Office of the Recorder of Lake County, Indiana.

commonly known as 1459 Shell Street, Hammond, IN 46320

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Decedent's gross estate also consists of personalty, including but not limited to, property held jointly with others surviving; transferred or payable on death to others; insurance proceeds payable upon decedent's death not exempt under IC 6-4.1-3-6; annuity payments taxable under Regulation 45 IAC 4.1-3-4; trust property held for decedent and transferred to others upon the decedent's death; and/or property held in decedent's name alone did not exceed the exemptions provided by:

IC 6-4.1-3-1 charities; IC 6-4.1-3-1.5 cemetery associations; IC 6-4.1-3-7 surviving spouse; IC 6-4.1-3-10 children, parents and other Class A Transferees (\$100,000 each); IC 6-4.1-3-11 Class B Transferees (\$500 each); and/or IC 6-4.1-3-12 Class C Transferees (\$100 each).

Therefore, no Indiana inheritance taxilis! due of oring by reason of decedent's death.

5. Reliance: the Lake County Recordan 27 2000

I make this affidavit to induce reliance upon the facts stated herein by:

<u>X</u>	County Assessor		
X	Indiana Department	of	De

Internal Revenue Service

a court administering the decedent's estate

X heirs

X beneficiaries and transferees of decedent's property

X creditors

others, specify

Dated: prim 07 200

Thomas E. Woronecki

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, this day of , 2000, personally appeared Thomas E. Woronecki who acknowledged the execution of the foregoing Affidavit. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: May 4, 2001

Joseph M./Skozen, Notary Public County of Residence: Lake

6,

SEVIO

## CERTIFICATE OF SERVICE

I certify that on foregoing Affidavit was made upon

Lake County Circuit Court
Probate Division
2293 North Main Street TOFFICIAL!
Crown Point, IN 46307

Lake County Assessor Lake County Refiguration 12293 North Main Street
Crown Point, IN 46307

JAN 27 2000

Lake County Recorder 2293 North Main Street Crown Point, IN 46307

Indiana Department of Revenue
Inheritance Tax Division
Indiana Government Center North
100 North Senate Avenue
Room N248
Indianapolis, IN 46204

in envelopes addressed to each of such persons at the address above set forth, deposited in the United States Mail with sufficient first-class postage affixed on the day of 2000 all of which is so certified this day of 2000.

Joseph M. Skozen

Luxa M. anton

CLERK LAKE SUPERIOR COURT

This instrument prepared by: Joseph M. Skozen, LUCAS, HOLCOMB & MEDREA, 300 East 90th Drive, Merrillville, IN 46410

ATTY. JOSEPH M. SKOZEN EASTON COURT 300 EAST 90TH DRIVE MERRILLVILLE, IN 46410

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**DECEMBER 21, 1999** 

\*\*\*\*\* ESTATE of ORVENA WORONECKI \*\*\*\*\*

DATE of DEATH APPRAISAL (10/7/99)

FEE SIMPLE ESTATE

(For Client's Use Only)

REGARDING OPINION OF PROPERTY LOCATED AT:

1459 SHELL STREET HAMMOND IN 46320 LAL!

The legal description of which is LOT 15, in BLOCK 5 in the TEWES PARK ADDITION as per plat thereof ( PLAT BOOK 20, PAGE 22 ) as marked and laid down in the CITY of HAMMOND, in the OFFICE of the RECORDER, of LAKE COUNTY, INDIANA.

KEY NUMBER (36-187-15)

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My estimate of the FAIR MARKET VALUE of the subject property in its Presumed Condition on OCTOBER 7, 1999 is \$ 50,000. The approach to estimate value was the DIRECT SALES COMPARISON. The COST and INCOME APPROACHES were not used in this Limited Appraisal.

I certify that to the best of my knowledge and belief, the facts and data used were true and correct, and that I personally inspected the subject property. The data used was retrieved from the MULTIPLE LISTING SERVICE (GNIAR). All data was ONE year old or less. I have no present or contemplated future interest in the real estate that is the subject of this report. All data used in this report will be kept in the appraiser's workfile for a period of 5 years.

Respectfully,

Richard W. Willis Broker Associate

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby. (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made, for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- 2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
- 3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- 5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
- 6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- 7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- 8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
- 9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
- 10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns, the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia, except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

Freddie Mac Form 439 6-93

Page 1 of 2

Fannie Mae Form 1004B 6-93

## APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property. I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
- 2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
- 3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
- 4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
- 5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
- 6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
- 7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
- 8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject properry of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
- 9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report, therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report

ADDRESS OF PROPERTY APPRAISED: 14	59 SHELL STREET, HAMMOND, IN
Too a seed of	SUPERVISORY APPRAISER (only if required)
Signatur Clark Walled	Signature: • Name:
Date Signed 1/13/00	Date Signed
State Certification # or State License # AB 58707698 State: TNDIANA	or State License #State:
Expiration Date of Certification or License: 12/3//	60 Expiration Date of Certification or License
	Did Not Inspect Property
Freddie Mac Form 439 6-93	Page 2 of 2 Fannie Mae Form 1004B 6-9