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MORTGAGOR'S AFFIDAVIT

country of Lake

Before me personally appeared ABEL E. DAFIAGHOR and SANDRA DAFIAGHOR (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"):

PART OF THE SOUTH 1/2 OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 747.60 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE EAST ALONG THE NORTH LINE 100 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE 187.83 FEET; THENCE WEST PARALLEL TO THE NORTH LINE, 100 FEET; THENCE NORTH 187.83 FEET TO THE PLACE OF BEGINNING.

- 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, N.A. ("Bank One"), which Mortgage will be a lien on the Real Property.

BANG ONE KENTUCKY P.O BOX 11406 Lexington Ky 40576 # 410406544

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

12. This Affidavit is made for the purpose of inducing Bank One to extend a loan to ABEL E. DAFIAGHOR and SANDRA DAFIAGHOR in the principal sum of \$30,000.00 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.

ABEL E. DAFIAGHOR

DOCUMENTAL DAFIAGHOR

SANDRA DAFIAGHOR

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THIS AFFIDAVIT WAS PREPARED BY MIKE LISAC