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STATE OF INDIANA)
) SS
COUNTY OF LAKE)
2002 109075

STATE OF INDIANA
LAKE COUNTY
IN THE SUPERIOR COURT OF
LAKE COUNTY, INDIANA
2002 NOV 26 PM 2: 01

MORRIS W. CARTER
RECORDER

FIFTH THIRD BANKS AS
SUCCESSOR IN INTEREST TO
FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION,

Plaintiff,

AFFIDAVIT OF WRONGFUL RELEASE
OF MORTGAGE

-vs-

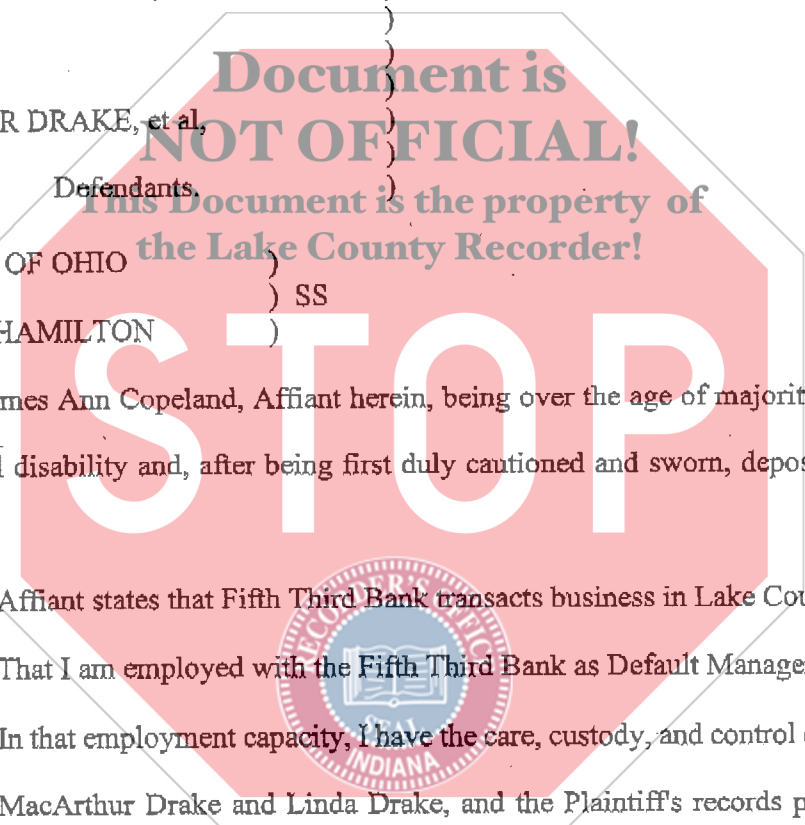
MACARTHUR DRAKE, et al,

Defendants,

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

Now comes Ann Copeland, Affiant herein, being over the age of majority and not acting under any legal disability and, after being first duly cautioned and sworn, deposes and states as follows:

1. Affiant states that Fifth Third Bank transacts business in Lake County, Indiana.
2. That I am employed with the Fifth Third Bank as Default Manager.
3. In that employment capacity, I have the care, custody, and control of the account of MacArthur Drake and Linda Drake, and the Plaintiff's records pertaining to that account.
4. On or about January 25, 1989, MacArthur Drake and Linda Drake assumed a mortgage from Charles A. Hard and Thelma Hard, which was originally executed on March 13, 1971. Fifth Third Bank is also the holder and payee of the Note executed by the Defendant(s), Charles A. Hard and Thelma Hard, and assumed by MacArthur



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2355 Auburn Ave
Cincinnati, OH 45219

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Drake and Linda Drake. The mortgage encumbered the property located at 7748 Hemlock, Gary, Indiana, and more fully described as:

Lot three hundred fourteen (314), Robert Bartletts Marquette Park Estates First Addition in the City of Gary as shown in Plat book 27, page 57 in Lake County, Indiana. Commonly known as 7748 Hemlock Avenue, Gary, Indiana 46403. Being the same property conveyed to the mortgagors by deed dated January 31, 1989, of record in Volume 020509 in Lake County, Indiana.

- 5. Defendants MacArthur Drake and Linda Drake assumed a Mortgage in the original amount of \$26,350.00 dated March 13, 1971, securing the Note. Said mortgage was wrongfully released on March 10, 1989. That there is currently due and owing to the Plaintiff by the Defendant(s), MacArthur Drake and Linda Drake, the principle sum of \$6,717.54, plus interest at the rate of 7.50%, per annum, from May 1, 1998, plus late fees, court costs, and expenses.

FURTHER, AFFIANT SAYETH NAUGHT.

FIFTH THIRD BANK

By: Fifth Third Investment Co.
Ann Copeland, Assistant Cashier

Sworn to and subscribed in my presence this 8th day of October, 2002.

E. Middendorf

Notary Public



E. MIDDENDORF
Notary Public, State of Ohio
My Commission Expires
May 24, 2007

