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AFFIDAVIT

The undersigned being first duly sworn upon their oath states:

1. That your Affiants were the owners of a parcel of real estate, commonly known as 4301 E. 5th Place, Gary, Indiana and more particularly described as follows:

Lot 4, Block 6, Glen L. Ryan's Second Subdivision, City of Gary, as shown in Plat Book 30, page 24, Lake County, Indiana.

2. That on April 13, 1988, your Affiants sold said property to Fred L. Boykin, Jr. and Peggy Boykin on Contract for Conditional Sale of Real Estate which was recorded April 21, 1988 as Document No. 973573.

3. Pursuant to the terms of said contract the principal and interest portion of the payment was to \$211.40 with interest at the rate of 11.5 percent per annum.

4. Buyers made payments through August 1, 1990 at which time payments became sporadic and finally terminated in August of 1991.

5. That in August of 1991 the then current balance on the contract was approximately \$13,000.00.

6. That subsequent to August 1991 the Buyers failed to make any payments and eventually abandoned the property in September of 1992 and the whereabouts and any forwarding address of the Buyers is unknown to your Affiants.

7. That when the contract purchasers abandoned the property in September of 1992, your Affiants regained possession of said property and have maintained possession of said property until the same was subsequently resold.

8. At the time of regaining the property the contract purchasers had left the same in a state of disrepair needing an extremely large amount of rehabilitation in order to make the property ready for resale which your Affiants desired not to do which ultimately lead to the sale of the property to Inez and Maria Luna in 1997 for the sum of \$8,000.00.

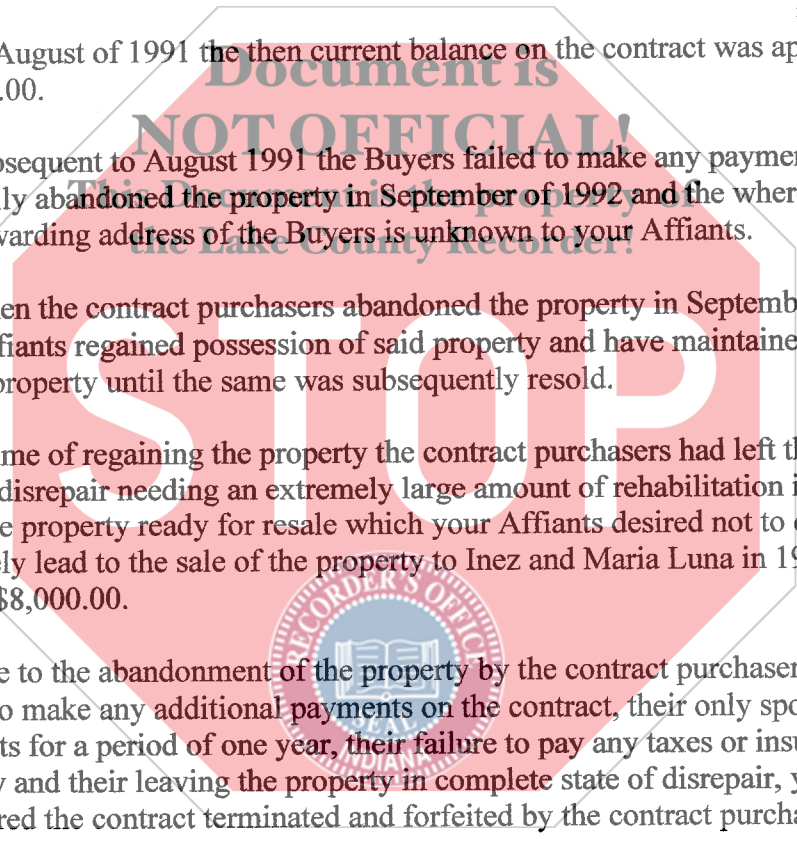
9. That due to the abandonment of the property by the contract purchasers, their failure to make any additional payments on the contract, their only sporadic payments for a period of one year, their failure to pay any taxes or insurance on the property and their leaving the property in complete state of disrepair, your Affiants considered the contract terminated and forfeited by the contract purchasers.

10. That in addition at the time of the abandonment of the contract purchasers contract balance of at least \$13,000.00 and that pursuant to Article 9.043 of the contract the parties agreed as follows:

2004 MAY 24 AM 9:11

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FOR THE W. CLERK
RECORDER'S OFFICE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

MAY 24 2004

STEPHEN R. STIGLICH 001862
LAKE COUNTY AUDITOR

Handwritten initials/signature

TICOR TITLE INSURANCE
920040754

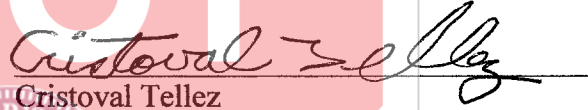
1. The parties agreed that after Buyer has paid \$4,225.00 of the purchase price then Buyer shall have substantial equity in the real estate.
11. That due to all of the above reasons plus the contract provision as set forth above, the contract between your Affiants and Fred and Peggy Boykin was considered terminated and forfeited as of September, 1992.
12. That pursuant to the terms of said contract the Buyers were responsible to make a monthly contract payment for a period of 10.5 years which means said contract would have ballooned in November of 1998 and that the Buyers are in default and have failed to pay any payments since August of 1991 nor the balance which would have been due on the balloon of said contract.
13. That the current amount due and owing on said contract for the Buyers to bring said contract current would be \$33,431.00 which does not include late charges for 12 years, nor does it include a payment of taxes and insurance which was the obligation of the Purchasers under the terms of the contract.
14. That Boykin left said property in such a condition of disrepair that the purchase price of the property to Luna represented the fair market value.

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

FURTHER AFFIANT SAITH NOT.

WE AFFIRM UNDER THE PENALTIES FOR PERJURY that the above and foregoing representations are true and correct to the best of our knowledge and belief.


Cristoval Tellez




Francisca Tellez

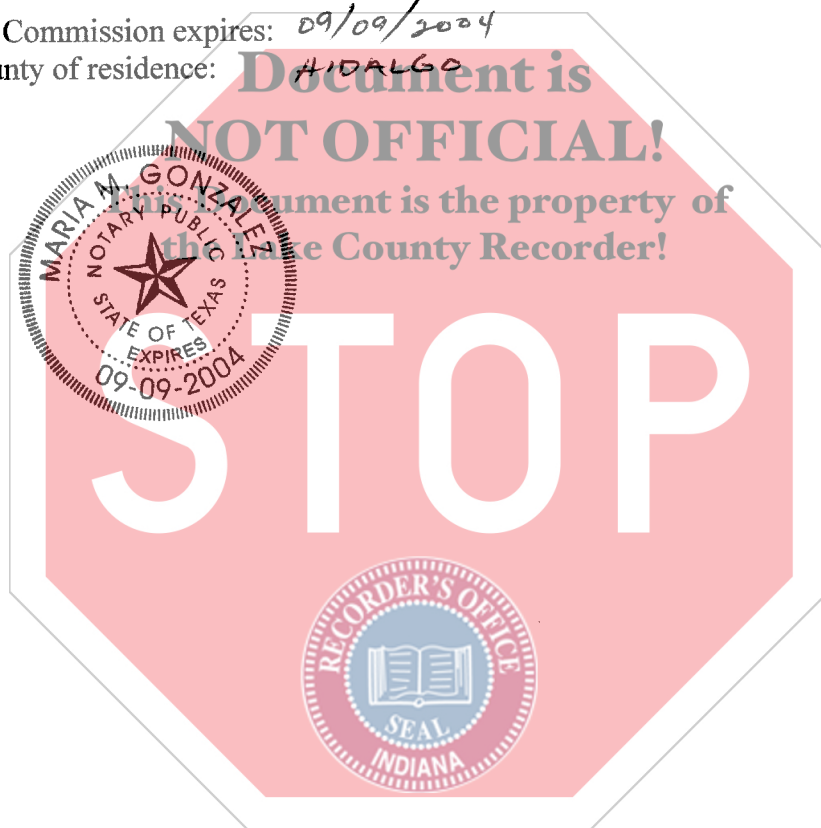
STATE OF TEXAS)
) SS:
COUNTY OF HIDALGO)

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 11 day of May, 2004, personally appeared Cristoval Tellez and Francisca Tellez and acknowledged the execution of the above and foregoing Affidavit to be their voluntary act and deed.

Witness my hand and sealed this 11 day of May, 2004.


Notary Public

My Commission expires: 09/09/2004
County of residence: HIDALGO



This Instrument Prepared By:
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