

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

STATE OF INDIANA)
)
COUNTY OF LAKE)

)SS: 2004 094518

2004 NOV -4, PM 4:09

MORRIS W. CARTER
RECORDER

AFFIDAVIT OF HARRIET A. EDERER

Comes now HARRIET A. EDERER, and being first duly sworn upon her oath, and for her Affidavit, says:

1. I am competent to testify.
2. I have personal knowledge of all matters stated herein.
3. On or about May 25, 2004, the Affiant conveyed to Michael A. Mitok, via Warranty

Deed, a certain premises located at 13131-13135 Schneider Street, Cedar Lake, Indiana 46303.

4. That the Deed conveying said property bore the following legal description:

Parcel 3: A part of the West 1/2 of the Southwest 1/4 of Section 21, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point which is 499.4 feet East and 756 feet North of the Southwest corner thereof, thence North parallel with the West line of said Section, a distance of 173.7 feet, thence East parallel with the South line of said Section a distance of 212.3 feet; thence South parallel with the West line of said Section a distance of 37.3 feet; thence East parallel with the South line of said Section, a distance of 14.3 feet, thence South parallel with the West line of said Section a distance of 136.4 feet; thence West parallel with the South line of said Section a distance of 226.6 feet to the point of beginning. (Key No. 24-5-29).

5. That said legal description does not accurately encompass or represent the true legal description of the parcel which was intended to be conveyed by me.

6. That as such, the legal description listed on the said Warranty Deed is incorrect and inaccurate and does not accurately reflect the property which was to be conveyed under the said

Purchase Agreement.

Spangler Hummer & Doughty

8396 Miss
Merrillville, IN

FILED

NOV 4 2004
STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

46310

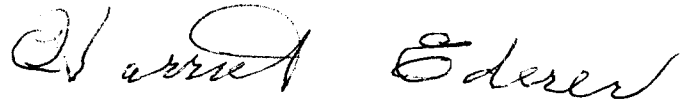
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7. That at no time did I ever intend to convey any portion of a certain storage facility, which is situated on the said property, and the parties' Purchase Agreement did not contemplate said property.

FURTHER, AFFIANT SAYETH NOT.

I verify and affirm, under penalties of perjury, that the above statements are true to the best of my knowledge and belief.



HARRIET A. EDERER, Affiant

