

Affidavit of Donald K. Andrews and Nancy A. Andrews

80417

The undersigned, Donald K. Andrews and Nancy A. Andrews, do hereby state to the best of our individual recollection, the following:

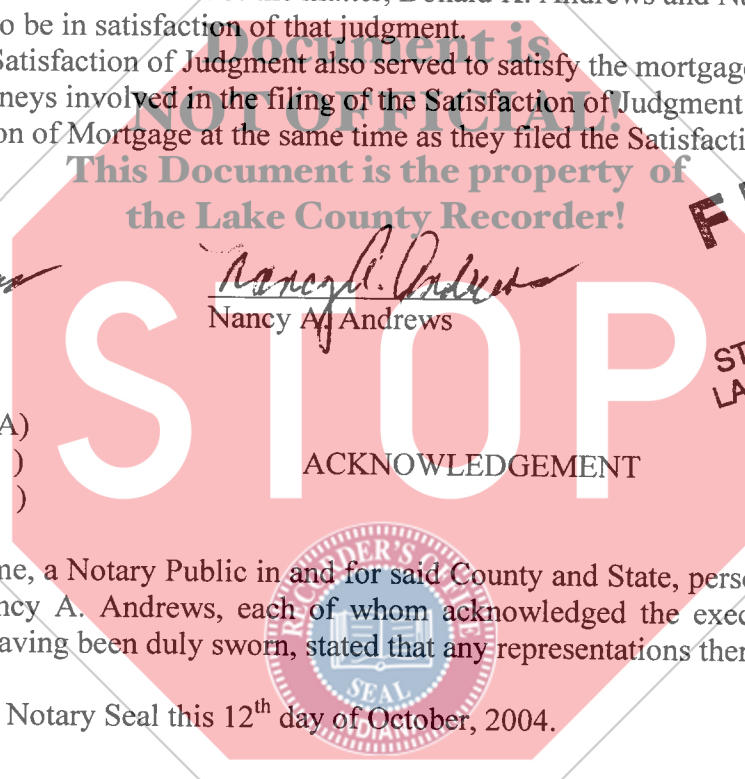
- 1) That David G. Seil was the attorney who drafted a certain note identifying James M. Haywood, Payee, and Donald K. Andrews and Nancy A. Andrews, as Payors, in the amount of \$205,290.16. A copy of that Note is attached to this Affidavit.
- 2) That said agreement was for the purpose of James M. Haywood's sale of shares of Englund Forge to Donald K. Andrews and Nancy A. Andrews.
- 3) That David G. Seil prepared a mortgage securing that Note, in an amount unstated. Donald K. Andrews and Nancy A. Andrews were the Mortgagors, and James M. Haywood was the Mortgagee.
- 4) That each of us believes, based on credible information, that James M. Haywood is now deceased.
- 5) That subsequent to the failure of Englund Forge, the parties were involved in a lawsuit, filed in the US District Court for the Northern District of Illinois, that resulted in a judgment against Donald K. Andrews and Nancy A. Andrews.
- 6) That the judgment in the Illinois matter was transferred to the US District Court for the Northern District of Indiana, in order to collect judgment against Donald K. Andrews and Nancy A. Andrews.
- 7) That upon final settlement of the matter, Donald K. Andrews and Nancy A. Andrews were declared to be in satisfaction of that judgment.
- 8) That the Satisfaction of Judgment also served to satisfy the mortgage.
- 9) That attorneys involved in the filing of the Satisfaction of Judgment should have filed a Satisfaction of Mortgage at the same time as they filed the Satisfaction of Judgment with the Court.

Chicago Title Insurance Company

2004-091759  
 LAKE COUNTY  
 FILED FOR RECORD  
 NOV 4 2004  
 STEPHEN R. STIGLICH  
 LAKE COUNTY AUDITOR

*Donald K. Andrews*  
 Donald K. Andrews

*Nancy A. Andrews*  
 Nancy A. Andrews



**FILED**  
 NOV 4 2004  
 STEPHEN R. STIGLICH  
 LAKE COUNTY AUDITOR

STATE OF INDIANA )  
 )  
 COUNTY OF LAKE )

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State, personally appeared Donald K. Andrews and Nancy A. Andrews, each of whom acknowledged the execution of the foregoing Affidavit, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notary Seal this 12<sup>th</sup> day of October, 2004.

My commission expires: 10-06-07

*Patsy T. Hawkins*

Notary name: Patsy T. Hawkins

000403

Resident of: Lake County, Indiana

**CTIC Has made an accomodation recording of the instrument.**

16-  
*ADG*

COPY

NOTE

NEW LENOX, ILLINOIS, JUNE 29, 1987

FOR VALUE RECEIVED, the undersigned promises to pay to the order of JAMES M. HAYWOOD a sum not to exceed TWO HUNDRED FIVE THOUSAND AND TWO HUNDRED NINETY AND 16/100ths DOLLARS - - - - - (\$205,290.16) said sum representing the entire outstanding obligation as of the date hereof due and owing ENGLUND FORGE COMPANY from H & H FORGES, INC., an Illinois corporation, and arising pursuant to the provisions of a certain Agreement to Purchase Certain Assets of Englund Forge Company, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and Note executed in connection therewith (collectively hereinafter referred to as the "Englund Forge Agreement"), and the total rent remaining payable pursuant to a certain Industrial Building Lease between H & H FORGES, INC., as Lessee, and DORIS BOLM, TRUSTEE U/T/A DATED FEBRUARY 27, 1985, as Lessor, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter referred to as the "Lease"). The balance remaining due from time to time pursuant to this Note shall be equal to the aggregate balance remaining unpaid from time to time pursuant to the Englund Forge Agreement, the Lease and any additional sums due JAMES M. HAYWOOD pursuant to a certain Agreement between and among JAMES M. HAYWOOD, ROBERT E. HERRIN, ROBERT E. CRISP and DONALD K. ANDREWS relating to the sale of the shares of H & H FORGES, INC. owned by JAMES M. HAYWOOD to ROBERT E. CRISP and DONALD K. ANDREWS. Any reduction in the balance due and owing pursuant to the aforesaid Englund Forge Agreement and the Lease shall be deemed a reduction in the remaining amount due pursuant to this Note.

This Note and the entire balance due pursuant hereto shall be deemed due and payable in full at such time as there has been a default in payment by H & H FORGES, INC. pursuant to the aforesaid Englund Forge Agreement and/or Lease such that demand for payment has been made from JAMES M. HAYWOOD or ROBERT E. HERRIN, or any attempt has been made to collect from JAMES M. HAYWOOD or ROBERT E. HERRIN any sum due and owing pursuant thereto by ENGLUND FORGE COMPANY, its successors and/or its assigns.

Payment made pursuant to this Note shall be made at 1031 East 7th Street, Lockport, Illinois 60441 or at such other place or places as the legal owner or holder of this note may, from time to time, in writing, appoint.


The payment of this note is secured by a certain mortgage, of even date herewith executed by the undersigned to James M. Haywood, which is a first lien on real estate in Lake County, Indiana.

COPY

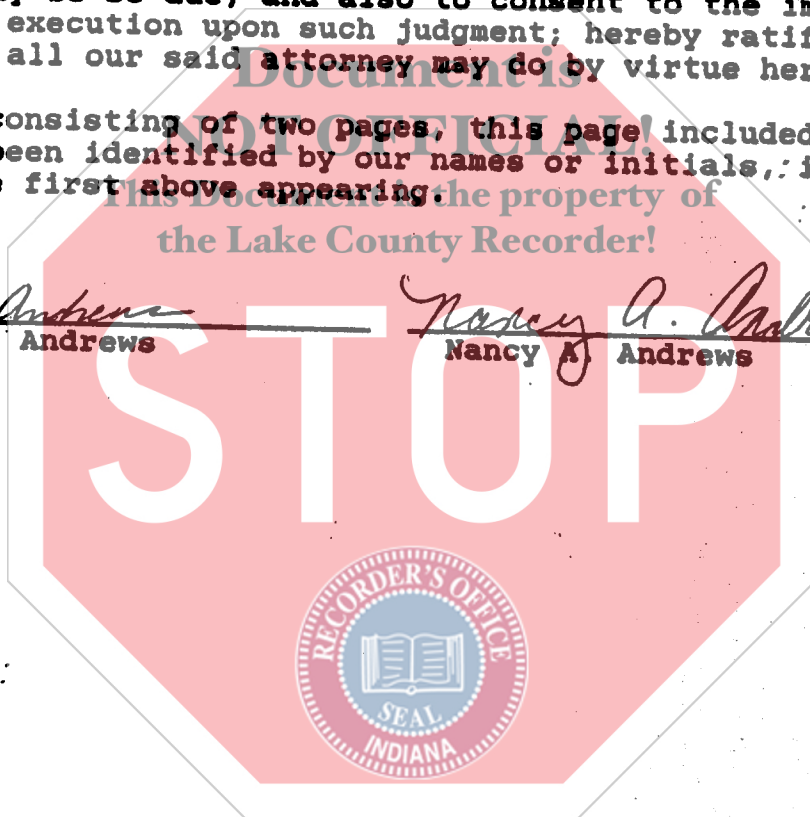
All persons or corporations now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors and assigns, respectively, expressly waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and consent that the time of said payments or any part thereof may be extended by the holder hereof, without in anywise modifying, altering, releasing, affecting, or limiting their respective liability or the lien of said mortgage.

AND IN CONSIDERATION THEREOF, we jointly and severally do hereby make, constitute and appoint any attorney at law of any Court of Record, to be our true and lawful attorney, irrevocably for us and in our name, place and stead, to appear before any Court of Record in any of the States or Territories in the United States, in term time or vacation, at any time after the date hereof, and to waive service of process, and confess a judgment against us or either of us, and in favor of the holder of this note for the above sum, or for as much as appears to be due according to the tenor and effect hereof, and costs, together with reasonable attorney's fees to be added to the amount or the sum that may be so due; and also to consent to the immediate issuing of execution upon such judgment; hereby ratifying and confirming all our said attorney may do by virtue hereof.

This Note consisting of two pages, this page included, each of which has been identified by our names or initials, is executed on the date first above appearing.

  
Donald K. Andrews

  
Nancy A. Andrews



983071

# Real Estate Mortgage

This Indenture Witnesseth, That

DONALD K. ANDREWS AND NANCY A. ANDREWS, Husband and Wife

of Lake County, in the State of Indiana

Mortgage and Warrant to JAMES M. HAYWOOD

of Will County, in the State of Illinois, the following described

Real Estate in Lake County, in the State of Indiana, as follows, to-wit:

Lot 13, Boulevard Estates First Addition to Highland, as shown in Plat Book 33, page 79, in Lake County, Indiana.

Document is NOT OFFICIAL!

JUN 21 11 07 AM '88  
FRED TONKES  
LANSING, ILLINOIS

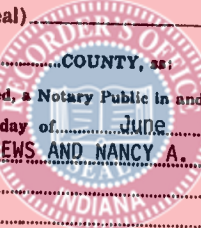
and the mortgagor S expressly agree to pay the sum of money above secured, without relief from valuation or appraisal laws; and upon failure to pay any one of said notes, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then all of said notes are to be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until all of said notes are paid, said mortgagor S will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the mortgagee, as his interest may appear and the policy duly assigned to the mortgagee, to the amount of Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with per cent interest thereon, shall be a part of the debt secured by this mortgage. 8.5

In Witness Whereof, the said mortgagors have hereunto set their hands and seals this 29th day of June 1987,

(Seal) *Donald K. Andrews* (Seal)  
DONALD K. ANDREWS  
(Seal) *Nancy A. Andrews* (Seal)  
NANCY A. ANDREWS  
(Seal)

STATE OF ILLINOIS, Will COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 29th day of June 1987, came DONALD K. ANDREWS AND NANCY A. ANDREWS, Husband and Wife



and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal. *David G. Seil* Notary Public  
My Commission expires 2-22-88

This instrument prepared by: DAVID G. SEIL, ATTORNEY AT LAW, 200 N. Cedar Rd., P.O. Box 33 New Lenox, Illinois 60451.