

Jerry Gray ← → 2210 W 11 Ave
46404

THIS FORM HAS BEEN PREPARED FOR USE IN THE STATE OF INDIANA BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, MAY CONSTITUTE THE PRACTICE OF LAW WHICH SHOULD ONLY BE DONE BY A LAWYER.

CLOSING AFFIDAVIT AND REPRESENTATIONS

STATE OF INDIANA)
COUNTY OF LAKE) SS:

The undersigned, individually or jointly and severally, Grantor of a deed dated September 23, 1996 ("Deed") conveying real estate to Melvin Thomas, III and Arnella Thomas, husband and wife

_____ ("Grantee"), warrants and represents and, being sworn according to law, deposes and says:

1. Grantor executed the Deed conveying the following described real estate ("Real Estate") located in

Lake County, Indiana:

Lots 23 and 24, Block 1, Tolleston Land Company's
Second Addition to Tolleston, as shown in Plat
Book 7, page 36, Lake County, Indiana.

96064929



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
96 SEP 30 PM 2:13
MARSHALL CLAYTON
RECORDER

2. Grantor is either an individual over the age of 18 years, or an entity which has authorized execution of this affidavit by the undersigned. Grantor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, foreign liability company, or nonresident alien individual (as those terms are defined in the Internal Revenue Code of 1986 as amended, 26 U.S.C. §1, et seq.). Grantor's U.S. taxpayer identifying number or U.S. employer identification number ("Tax ID Number"), and home address or office address are as stated below.

3. Grantor has furnished Grantee [a commitment for an owner's policy of title insurance issued by ~~_____~~]

[STRIKE ONE] by Lawyers Title Insurance Corporation

under date of July 17, 1996 at 8:00 a. .m. ("Title Evidence"). The Title Evidence discloses, as of its date, the true condition of title to the Real Estate.

4. At the date of delivery of the Deed, Grantor has marketable title in fee simple to the Real Estate; and the Real Estate is free and clear of all charges, liens, encumbrances, or leases of every kind or description, except those shown in the Title Evidence, easements (visible or of record), and matters affecting the Real Estate disclosed in the Deed.

5. Except as disclosed in the Title Evidence, Grantor has not executed, or permitted anyone to execute on Grantor's behalf: (a) any deed (except to Grantee), mortgage, lien, security agreement, financing statement, or other instrument affecting title to the Real Estate or any fixtures attached to it; (b) a contract to sell all or any part of the Real Estate to any person (except to Grantee or assignor of Grantee); (c) an option to purchase all or any part of the Real Estate enforceable or exercisable now or at any time in the future; or (d) any appeal bond or recognizance which is, or might become, a lien on the Real Estate, whether Grantor is principal or surety thereon.

6. Except as disclosed in the Title Evidence, Grantor is not a party to any action, suit or other proceeding, whether at law or in equity, in which a judgment or an order has been, or could be, given or entered resulting in creation of a lien upon the Real Estate, or affecting the conveyance of the Real Estate to Grantee free and clear of all charges, liens, and encumbrances.

7. Since the date Grantor acquired title to the Real Estate, Grantor has not been or become party to any divorce action or other proceeding for dissolution of marriage, or any bankruptcy proceeding EXCEPT none.

8. Grantor or _____ now has possession of the Real Estate, and no other person has a right to possession, or claims possession, of all or any part of the Real Estate.

9. There are no unpaid bills for labor or materials which have been ordered, authorized, or furnished for the Real Estate, or which might operate to create a charge, lien, or encumbrance against the Real Estate.

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ck # 587
11/00

10. All utility bills, association dues, assessments for public improvements or services which have been or are being constructed, or other charges, the nonpayment of which could result in creation of a lien against the Real Estate, have been paid, or provision for their payment has been made.

11. Grantor and, to the best of Grantor's knowledge, all of Grantor's predecessors in title, have been in open, notorious, peaceable, visible, continuous, exclusive, uninterrupted, hostile, and adverse possession of the Real Estate under valid claim and color of title to the exclusion of all other persons for more than the ten years last past, and have paid all taxes and assessments from time to time payable on the Real Estate, except such taxes and assessments as have been assumed by Grantee.

12. If a disclosure form as defined in IC 24-4.6-2-5 was provided by Grantor to Grantee, Grantor certifies that the condition of the Real Estate is substantially the same as it was when the disclosure form was provided.

13. The Real Estate is not "property" within the meaning of that term as defined in IC 13-7-22.5-6, as amended.

14. This Affidavit is to induce Grantee, title companies, lenders, and closing agents to rely upon the foregoing representations, and is solely for the benefit of them and their successors in interest.

Malty M. Earvin / Winnes Frazier Power of Attorney

Malty M. Earvin

Address: _____

Address: 1362 Roosevelt Pl.

City and State: _____

City and State: Gary, Indiana

Tax ID Number: _____

Tax ID Number: _____

Before me, a Notary Public in and for said County and State, personally appeared Malty M. Earvin and Winnes Frazier (Power of Attorney)

who acknowledged the execution of the foregoing Closing Affidavit and Representations, and who, having been duly sworn, stated that the facts and matters set forth in it are true and correct.

Witness my hand and Notarial Seal this 23rd day of September, 1994.

My commission expires 12-28-96 Signature Terry C. Gray

Resident of Lake County Printed Terry C. GRAY Notary Public

Before me, a Notary Public in and for said County and State, personally appeared _____

who acknowledged the execution of the foregoing Closing Affidavit and Representations, and who, having been duly sworn, stated that the facts and matters set forth in it are true and correct.

Witness my hand and Notarial Seal this _____ day of _____, 199____.

My commission expires _____ Signature _____

Resident of _____ County Printed _____ Notary Public

This instrument was prepared by Terry C. Gray, 2210 W. 11th Ave., Gary, IN 46404, Attorney at Law.

Attorney No. 7270-45



STATE OF INDIANA

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