

Beckman, Kelly & Smith
5926 Hohman Ave.
Hammond, IN 46320

14

**AFFIDAVIT CONCERNING INTEREST
IN REAL PROPERTY**

2000 040814

The undersigned, Mary K. Kaczka, after having been duly sworn upon her oath, states as follows:

1. That she is the Executive Director of Hammond Development Corporation ("HDC"), an Indiana non-profit corporation.

2. That HDC did enter a Purchase Agreement on or about the 31st day of March, 2000 between Multimedia Institute, Inc., a Florida for profit corporation ("Seller") and HDC as Purchaser.

3. That the legal description of the property included in that certain Purchase Agreement, a copy of which is attached hereto and identified as Exhibit "A" is as follows:

Lot 4 and 5 in Block 2 in Townsend and Godfrey's Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 1 page 40, in the Office of the Recorder of Lake County, Indiana.

COMMONLY KNOWN AS 5141 Hohman Avenue
Hammond, IN 46320

4. That the attached Purchase Agreement remains in full force and effect and Purchaser remains ready willing and able to

V.S. 3600
4947

close at any time when Seller is able to meet its commitments pursuant to the attached Purchase Agreement.

FURTHER YOUR AFFIANT SAYETH NOT.

Mary Kaczka

MARY K. KACZKA, EXECUTIVE DIRECTOR
HAMMOND DEVELOPMENT CORPORATION

STATE OF INDIANA)

COUNTY OF LAKE)

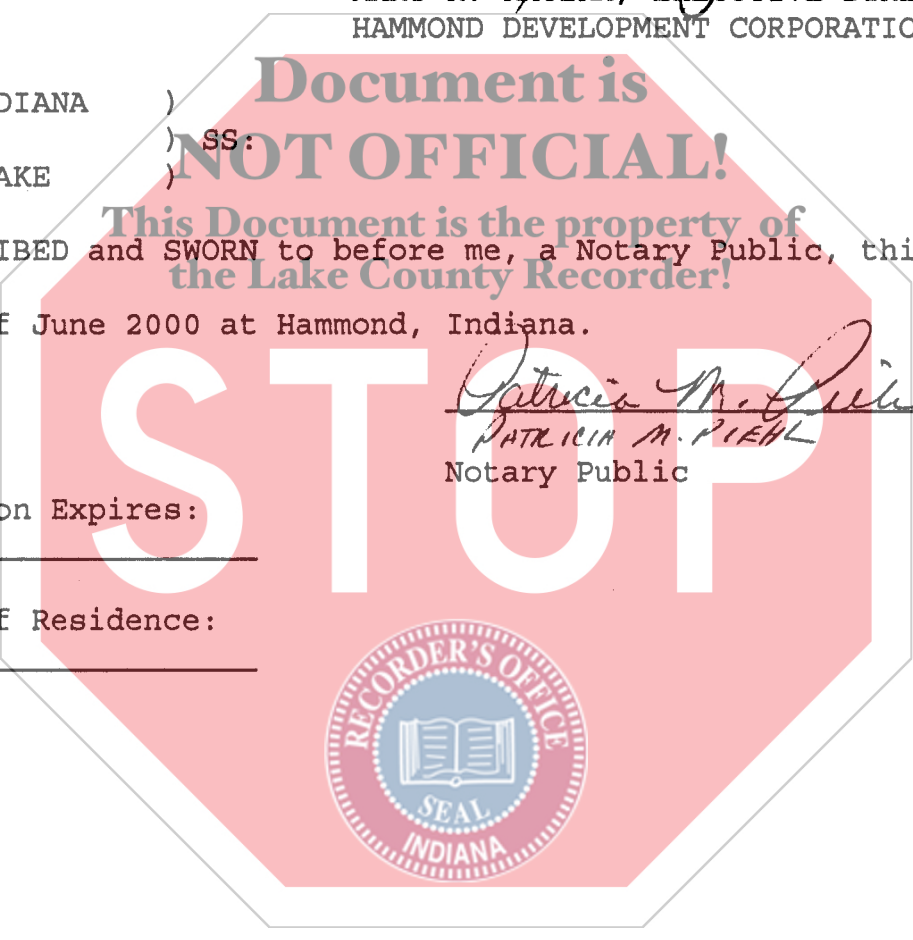
SS:

SUBSCRIBED and SWORN to before me, a Notary Public, this 8th day of June 2000 at Hammond, Indiana.

Patricia M. Piehl
PATRICIA M. PIEHL
Notary Public

My Commission Expires: 2/17/08

My County of Residence: Porter



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered this 31st day of March 2000, by and between MULTIMEDIA INSTITUTE, INC., a Florida for profit corporation, hereinafter referred to as "Seller" and HAMMOND DEVELOPMENT CORPORATION, an Indiana non-profit corporation and recognized as an exempt organization pursuant to 501(c)(3) of the Internal Revenue Code, hereinafter referred to as "Purchaser".

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the Lake County Recorder!

RECITALS

WHEREAS, Seller is the owner of certain property located at Hammond, Indiana and desires to sell the property hereinafter described to Purchaser upon the terms and conditions as set forth below;

WHEREAS, Purchaser desires to purchase the property as hereinafter described upon the terms and conditions as set forth below:

NOW, THEREFORE, in consideration of the mutual covenants set forth, and other good and valuable consideration, Seller does hereby sell to Purchaser, and Purchaser does hereby buy from the Seller the premises situated at or about 5141 Hohman Avenue, Hammond, Lake County, Indiana more particularly described in Exhibit "A" attached hereto and hereinafter called the "premises".

ARTICLE 1. PURCHASE AND SALE

Section 1.01. Seller agrees to Sell and Purchaser agrees to Purchase the property as shown on Exhibit "A" hereto and Purchaser shall pay unto Seller the sum of Three Hundred and Thirty-Five Thousand Dollars (\$335,000.00) for such property payable as follows:

\$15,000.00 as earnest money which will be held in escrow by Chicago Title Insurance Company which will be applied to the purchase price at closing and the balance of Three Hundred Twenty Thousand Dollars (\$320,000.00) payable in cash at closing. In the event that Seller should be ready willing and able to close but Purchaser should refuse, Seller shall keep the earnest money deposit as liquidated damages and not penalty as the parties recognize and understand that all damages would be difficult of computation. Purchaser does retain and shall have all other rights of action available to it at law or equity in the event of breach of this Agreement by Seller.

ARTICLE 2. TITLE EVIDENCE

Section 2.01. Seller shall provide at its expense title insurance issued by Chicago Title Insurance Company covering title to the above described property showing Seller to be the owner thereof, free and clear of all encumbrances which would make the property unmerchantable, including but not limited to liens, encumbrances and mortgages.

ARTICLE 3. PRORATIONS

Section 3.01. There shall be prorated between Seller and Purchaser as of the date of closing (including delinquent taxes and assessments, if any) taxes then currently payable in the year of closing and taxes accruing in the then current year payable in the subsequent year, prorated to date of closing.

ARTICLE 4. BROKER'S COMMISSION

Section 4.01. Both parties state and represent that there are no real estate brokers involved in this transaction and, to the extent that any broker shall claim a commission from this sale, each party shall be individually responsible for any commissions or payments of any kind due unto their respective brokers and shall hold the other party hereto harmless from any such claims.

ARTICLE 5. SURVEY

Section 5.01. Purchaser, at its expense, shall provide a current boundary survey of the property locating improvements on the property and all easements and/or rights-of-way of record.

ARTICLE 6. EXPENSES OF CLOSING

Section 6.01. Seller shall pay the cost of the preliminary report of title as set forth above and the cost of recording of releases if any. Purchaser shall be responsible for any other recording costs and the later date policy of title insurance. Each party shall be responsible for the fees and expenses of

their respective counsel and Purchaser will pay the closing fees of Chicago Title Insurance Company.

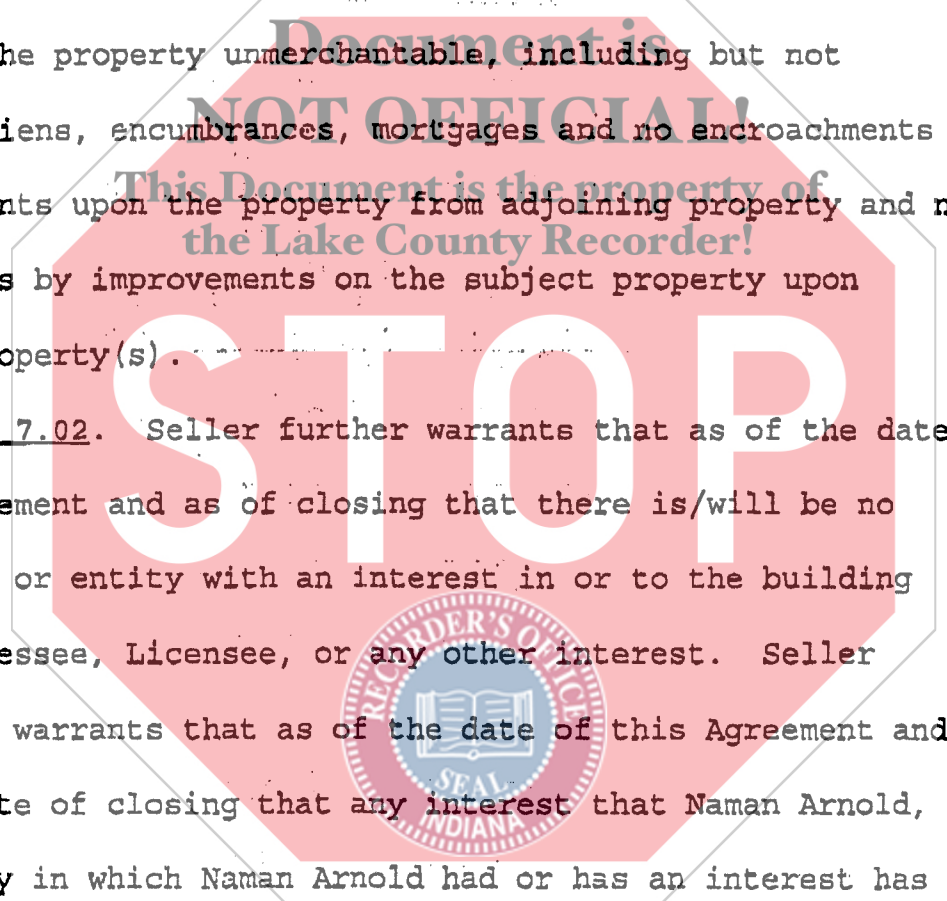
ARTICLE 7. CONVEYANCE OF PROPERTY

Section 7.01. On the closing date, the Seller shall convey, or cause to be conveyed, the real property to Purchaser or Purchaser's nominee free and clear of all encumbrances which would make the property unmerchantable, including but not limited to liens, encumbrances, mortgages and no encroachments of improvements upon the property from adjoining property and no encroachments by improvements on the subject property upon adjoining property(s).

Section 7.02. Seller further warrants that as of the date of this Agreement and as of closing that there is/will be no other person or entity with an interest in or to the building whether as Lessee, Licensee, or any other interest. Seller specifically warrants that as of the date of this Agreement and as of the date of closing that any interest that Naman Arnold, or any entity in which Naman Arnold had or has an interest has been fully and completely terminated.

ARTICLE 8. PERSONAL PROPERTY

Section 8.01. Personal property attached to or to be included in the sale, if any, shall be conveyed by Warranty Bill of Sale, transferring all of Seller's interest in and to such personal property to Purchaser. It shall be deemed that there



is no such property unless specifically mentioned on an Exhibit B to be attached hereto and made a part hereof. Any and all other personal property whether inside or outside of the improvements on the premises, shall be removed prior to the closing date. Personal property shall include but is not limited to motor vehicles, mobile homes, trailers, vehicle chassis', trade fixtures, business equipment, or any other item or items of personal property whether or not operable or of market value. The parties do agree to perform a walk through at least 48 hours before the closing in order to determine that all significant personal property has been removed from the premises. The transaction will not close until all significant personal property has been removed from the premises and if there should be a delay following that walk through of greater than 15 days without removal of all significant personal property, Purchaser may deem a material breach of this Agreement.

ARTICLE 9. PLACE/TIME OF CLOSING

Section 9.01. This sales transaction shall be closed at an office of Chicago Title Insurance Company in Lake County, Indiana, no more than twenty (20) days following the later of receipt of survey by Purchaser, the clearing of defects in title, if any, which Seller shall have a reasonable time to

correct or the completion of environmental/structural due diligence as set forth in this Agreement.

ARTICLE 10. ENVIRONMENTAL

Section 10.01. Purchaser hereby states that it understands the purpose for the responsible property disclosure requirement and specifically waives the receipt of the disclosure document prior to thirty (30) days before the transfer of the property and will accept such document at or before closing or a statement from Seller that such a document is not required for this transaction.

Section 10.02. Seller warrants that the property herein conveyed has not been the subject of any actions, proceedings, or claims alleging violations of the environmental laws, rules or regulations of the United States, the State of Indiana, or any local governmental entity, including but not limited to CERCLA, RCRA or the Environmental Management Act and knows of no environmental contamination, hazardous or toxic waste or substances on or within the real property.

Section 10.03. Purchaser shall have the right to do such environmental/structural due diligence as it deems necessary with respect to the premises. Purchaser and its agents will have reasonable access to the premises to conduct such tests as it deems are required. Purchaser shall do no act on the premises which will result in any material damage to the

premises and to the extent that there may be any minor invasive tests performed, the premises will be restored to as good or better condition as prior to the tests. If, in the sole opinion of Purchaser, environmental or structural defects are found such that Purchaser does not desire to proceed with the purchase of the premises, Purchaser shall give notice unto Seller within thirty-five (35) days of the entry of this Agreement and upon giving such notice, this Agreement shall be null and void and the earnest money returned to Purchaser.

ARTICLE 11 MISCELLANEOUS
Notices and Addresses

Section 11.01. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the property party, at the following addresses:

Seller: Multimedia Institute, Inc.
c/o Anne Frost, President
5830 Memorial Highway, Suite 701
Tampa, Florida 33615

Purchaser: Mary K. Kaczka, Executive Director
Hammond Development Corporation
7034 Indianapolis Blvd.
Hammond, IN 46324

With copy to: J.B. Smith, Esquire
Beckman, Kelly & Smith
5920 Hohman Avenue
Hammond, IN 46320

Parties Bound

Section 11.02. This Agreement shall be binding upon and

inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

Applicable Law

Section 11.03. This Agreement shall be construed under and in accordance with the laws of the State of Indiana, both substantive and procedural.



Section 11.04. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Sole Agreement of the Parties

Section 11.05. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter within it.

Amendment

Section 11.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed

by the parties hereto.

Rights and Remedies Cumulative

Section 11.07. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Waiver of Default

Section 11.08. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

Attorney's Fees

Section 11.09. In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

Excuse

Section 11.10. Neither Seller nor Purchaser shall be required to perform any term, condition, or covenant in this

Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Seller or Purchaser and which by the exercise of due diligence Seller or Purchaser is unable, wholly or in part, to prevent or overcome.

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Time of Essence

Section 11.11. Time is of the essence of this Agreement.

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Assignment

Section 11.12. Seller shall have the right to assign this Purchase Agreement so long as Seller remains responsible for the terms and conditions of this Agreement in the event that its assignee shall fail to perform. Although Seller is not bound to assign or to assign to a specific assignee, it is contemplated at this time by Seller, that its assignee might be First National Acceptance Company. American Realty Corp.

(amp)

IN WITNESS WHEREOF, the undersigned Seller and Purchaser hereto execute this Agreement as of the day and year first above written.

SELLER:
MULTIMEDIA INSTITUTE, INC.

BY: Anne Frost, President
Anne Frost, President

ATTEST:

Anne Frost, Secretary
Secretary

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PURCHASER:
HAMMOND DEVELOPMENT
CORPORATION

BY: Dennis H. Terry
Dennis H. Terry, Chairman

ATTEST:

Monica Kasley
Monica Kasley, Secretary



This instrument was prepared by J.B. Smith, Beckman, Kelly and Smith, 5920 Hohman Avenue, Hammond, Indiana 46320, 219-933-6200.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 4 and 5 in Block 2 in Townsend and Godfrey's Addition,
in the City of Hammond, as per plat thereof, recorded in Plat
Book 1 page 40, in the Office of the Recorder of Lake County,
Indiana.

COMMONLY KNOWN AS 5141 Hohman Avenue
Hammond, IN 46323

