

## VENDOR 3AFT BAZIF 8 TAX XXXX 19-7865,3

STATE OF TENNESSEE	}
	} SS:
COUNTY OF KNOX	}

Pilot Travel Centers LLC, a Delaware limited liability company, being first duly sworn state(s) that Pilot Travel Centers LLC, a Delaware limited liability company, authorized to do business in the State of Indiana (hereinafter referred to as "Vendor") is this day conveying to First Ranger Petroleum, L.L.C. (hereinafter referred to as "Purchaser"), by Warranty Deed, the following described Real Estate located in Lake County, Indiana.

## See attached Exhibit A

(hereinafter referred to as "Real Estate").

Profery Address: 1235 Ripley St. & Calumer Exp., Lake Station, Indiana
Vendor is the successor by merger to SSA Delaware LLC.

STEPHEN R. STIGLICH

Vendor has furnished Purchaser with the Environment Disclosure Document for Transfer of Real Property as required under Indiana Code 13-25-3-2, et. seq. (Indiana Responsible Property Transfer Law). Document 1s

In connection with the sale of Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate issued by Chicago Title Insurance Company. the Lake County Recorder!

Vendor has an indefeasible estate in fee simple in the Real Estate; and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance except the following:

- 1. Easements, agreements and restrictions of record disclosed in said commitment.
- 2. Current taxes not delinquent.
- 3. Whatever matters affecting the Real Estate, if any, disclosed in the deed by which title to the Real Estate was acquired by Vendor.
- 4. Subject to exceptions in Schedule B as set forth in the commitment for title insurance.

Vendor has not executed, or permitted anyone on Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate, Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed. To the best of Vendor's knowledge, the improvements upon the Real Estate are all located entirely within the boundaries

of the Real Estate; there are no encroachments thereon; and there are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.

There is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy or insolvency.

The Real Estate is now in possession of **Pilot Travel Centers LLC**, a **Delaware limited liability company**, as owner and no other person has a right to possession or claims possession of all or any part of the Real Estate. Vendor will deliver possession of the Real Estate to Purchaser immediately upon closing free and clear of any right or claim of any person to the possession of the Real Estate.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and Vendor is a limited liability company duly organized and in good standing under the laws of Delaware, and the person executing this affidavit and the deed on behalf of Vendor is a duly authorized representative of Vendor and has been fully empowered by proper action of the limited liability company thereof, to execute and deliver this affidavit and the deed; and Vendor has full capacity to convey the real estate described herein and all necessary action for the making of such conveyance has been taken and done.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser, Purchaser's lender and Chicago Title Insurance Company to rely on such representations.

Jocument 1s

BY: Pilot Travel Centers LLC, a Delaware limited liability	company
The Service	HODGES, DOUGHTY & CARSON
Signature:	DATE: 9/22/03
Printed: Mitchell D. Steenrod	BY: KRY
Subscribed and sworn to before me a Notary Public in and for said and the Superior S	id County and State this
My commission expires: Signature Signature	mr L. Blake
MY COMMISSION EXPIRES APRIL 10, 2004	10. Blake

Q:\DARLENE\PTC\Lake Station, IN\#033 Vendor Affidavit.doc

## **EXHIBIT A**

That part of the West Half of the Northwest Quarter of Section 9, Township 36 North, Range 7 West of the 2nd P.M., lying Northerly of the center line of Burns Ditch and Southerly and Southwesterly of the line described as commencing at a point on the center line of State Road 51 and 833.88 feet North of the Southwest corner thereof; thence East at right angles a distance of 306.72 feet; thence Southeasterly with a deflection angle of 40 degrees a distance of 564.23 feet; thence East with a deflection angle of 40 degrees a distance of 260.56 feet, more or less, to a point on the East line of the said West Half of the Northwest Quarter which point is 492.55 feet North of the South line of said Quarter Section, all in Lake County, Indiana.

