

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.

BY: Pilot Travel Centers LLC, a Delaware limited liability company

Signature: 
Printed: Mitchell D. Steenrod

APPROVED
HODGES, DOUGHTY & CARSON

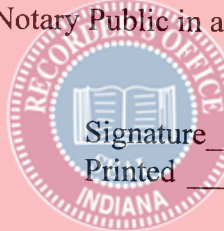
DATE: 9/22/03

BY: key

Subscribed and sworn to before me a Notary Public in and for said County and State, this 22nd day of September 2003.

My commission expires:

MY COMMISSION EXPIRES APRIL 10, 2004




Signature: 
Printed: Sherry L. Blake

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.

