



2004 051155

2004 JUN 16 AT 9:20

MORRIS ALCOHORN RECONDER

Lenders First Choice 3803 Parkwood Blvd Suite 100 Frisco, TX 75034

OWNER'S AFFIDAVIT AND INDEMNIFICATION AGREEMENT.

The undersigned first duly sworn on oath deposes and says:

That affiant is the owner of certain property located at 1922 CHASE ST, GARY, IN 46404described in Escrow Number: 36-00301734

That there have been no improvements or repairs of existing improvements on said property since the last survey. There are no outstanding claims for mechanics liens against said property. There is no person in actual possession or having a right to possession of said property or any part thereof, other than the owner.

That there are no easements, encroachments, walkways, or driveways affecting said property except those specifically referred to in the commitment and that no claims of easements, encroachments, walkways, or driveways other than those specifically referred to in the commitment have been made against said property during the period said property was owned by the current owner(s).

That no bankruptcy (Chapters 7, 11, 13) or guardianship currently exists on the owner(s) or the spouse(s) of the owner(s) except as cited in the commitment nor do(es) owner(s) intend to file for bankruptcy or a guardianship. That no construction lien, nor any state or federal tax lien, remains unsatisfied against the owner(s) or the spouse(s) of the owner(s) except as cited in the commitment.

That the owner(s) has (have) not been a named defendant in any action in which a judgment was rendered against the owner(s) spouse(s) except as cited in the commitment and that there are no unsatisfied judgments against the owner(s) except as cited in the commitment.

That no mortgage, deed of trust, security interest, or financing statements is filed on said property except as cited in the commitment.

That the owner(s) has (have) not received notice of any pending cause of action not has (have) made any conveyance of the said property.

The liens listed below are for debts or obligations of others wit names similar to or the same as ours. We are not the same person as named in the following liens:

A Judgment in favor of the State of Indiana VS Felicia Stanley in the amount of \$182.00, recorded 04-01-2003 at cause number 02-54433

The undersigned hereby agrees to cooperate fully with Lenders First Choice to correct any defective documentation relative to the transaction contemplated.

That this is made for the purpose of inducing Lenders First Choice to insure the title to said property and that the undersigned on the undersigned's own behalf and on behalf of any person or entity represented by the undersigned hereby expressly agrees to indemnify and save harmless

Owner's Affidavit Not Me Rev. 2004mar29 Page 1 of 2

11074x

Jelecia R. Starley 5/28/64

FELECIAR STANLEY Bate

Date

State Of Indiana

County Of Lake

On the 28 day of May III, in the year 20 44, before me personally came

Felecia R. Starley to me known to be the individual described in and who executed the foregoing instrument, and acknowledgement that the Lake County Recorder!

Notary Public

Lenders First Choice from any and all loss and attorney's fees arising from claims from the .