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MORRIS W. CARTER
RECORDER

VENDOR'S AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

35-50-0292-0012

JON D. ROGERS (hereinafter referred to as "Vendor") is this day conveying to **ALLEN L. NEYHART AND DEBRA J. NEYHART, husband and wife** (hereinafter collectively referred to as "Purchaser"), by Warranty Deed, the following described Real Estate located in Lake County, Indiana:

The East one-half of Lot No. 11 in Block 10 in Resubdivision of Garden Homes, as per plat thereof, recorded in Plat Book 23, Page 55, in the Office of the Recorder of Lake County, Indiana

more commonly known as 3512 Revere Court, Lake Station, Indiana 46405 (hereinafter referred to as "Real Estate").

In connection with the sale of the Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate issued by Stewart Title Guaranty Company as Commitment No. T004-506104.

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

1. Easements, agreements and restrictions of record disclosed in the said commitment.
2. Current taxes not delinquent.
3. Whatever matters affecting the Real Estate, if any, are disclosed in the above deed.

Vendor has not executed, or permitted anyone in Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance 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. The improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon. There are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.

Vendor represents and warrants that Vendor has no knowledge of any planned improvements which may result in assessments against the Real Estate and that no governmental or private agency has served notice upon Vendor requiring Vendor to make repairs, alterations or corrections to the Real Estate of any existing conditions with respect thereto.

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 (6) months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now in possession of Vendor as owner and no other person has a right to possession or claims possession of Real Estate. Vendor will deliver possession of the Real Estate to Purchaser on the date of closing unless otherwise specified by the parties, 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 more than eighteen (18) years of age and a citizen of the United States.

→ Allen & Deborah Neyhart
3508 Revere Ct.
Lake Station, IN 46405

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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 and all other persons to rely on such representations.

Jon D. Rogers
Jon D. Rogers

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me, a Notary Public in and for said County and State, personally appeared JON D. ROGERS (referred to herein as the "Vendor"), who acknowledged execution of the foregoing Affidavit, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 23rd day of November, 2004.

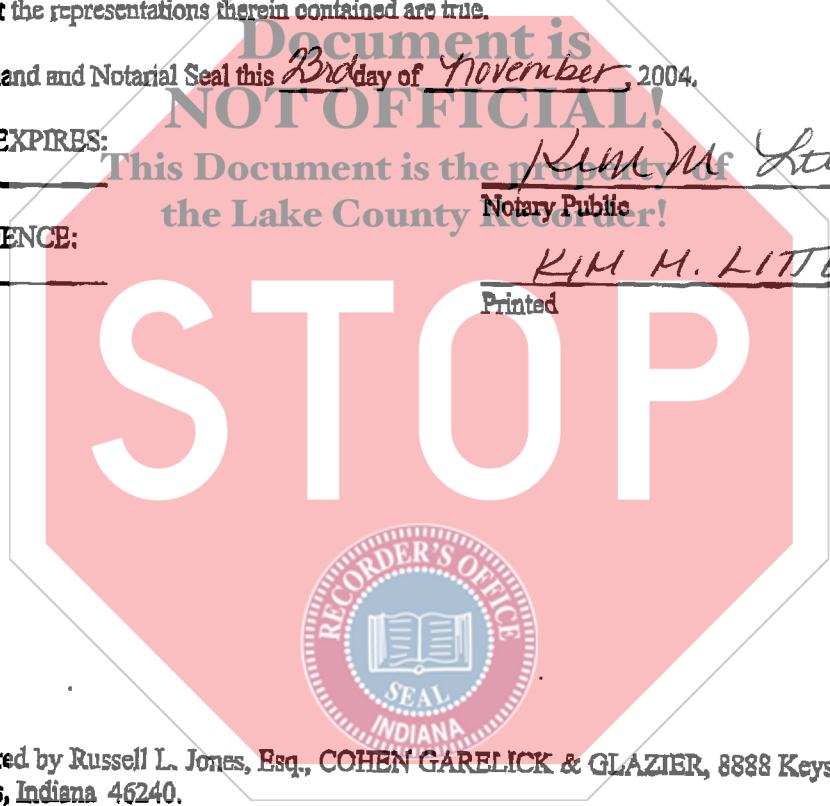
MY COMMISSION EXPIRES:
12/30/09

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Kim M. Littell
Notary Public

COUNTY OF RESIDENCE:
PORTER

KIM M. LITTELL
Printed



This instrument prepared by Russell L. Jones, Esq., COHEN GARELICK & GLAZIER, 8838 Keystone Crossing Boulevard, Suite 800, Indianapolis, Indiana 46240.

T004-506104