

VENDOR'S AFFIDAVIT

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

STATE OF INDIANA  
COUNTY OF LAKE

) 2005 000273  
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MICHAEL A. BROWN  
RECORDER

Craig D. Doyle of Doyle & Friedmeyer, P.C., duly authorized agent with Power of Attorney of Federal Home Loan Mortgage Corporation, being first duly sworn states that Federal Home Loan Mortgage Corporation (hereinafter referred to as "Vendor") is this day conveying to Larry and Tanya Dyson, husband and wife (hereinafter referred to as "Purchaser"), by special corporate warranty deed, the following described Real Estate located in Lake County, Indiana:

Lot 21 in Block 8 in Lake Estates Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 32, page 24, in the Office of the Recorder of Lake County, Indiana.

And commonly known as : 5856 East 10th Avenue, Gary, IN 46403

The undersigned hereby represents that this real estate is not known to be "property" as defined in Indiana Code § 13-7-22.5-6, and to Seller's knowledge is not, and has not been, used as a landfill or dump, nor contains any underground storage tanks or toxic or hazardous waste or materials, and that no disclosure statement under Indiana Code § 13-7-22.5-1, et seq. (Indiana Responsible Transfer Law), is known required for this transaction.

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 under date \_\_\_\_\_, issued by Stewart Title Guaranty Company as number 044501364.

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 lien, lease or encumbrance except the following:

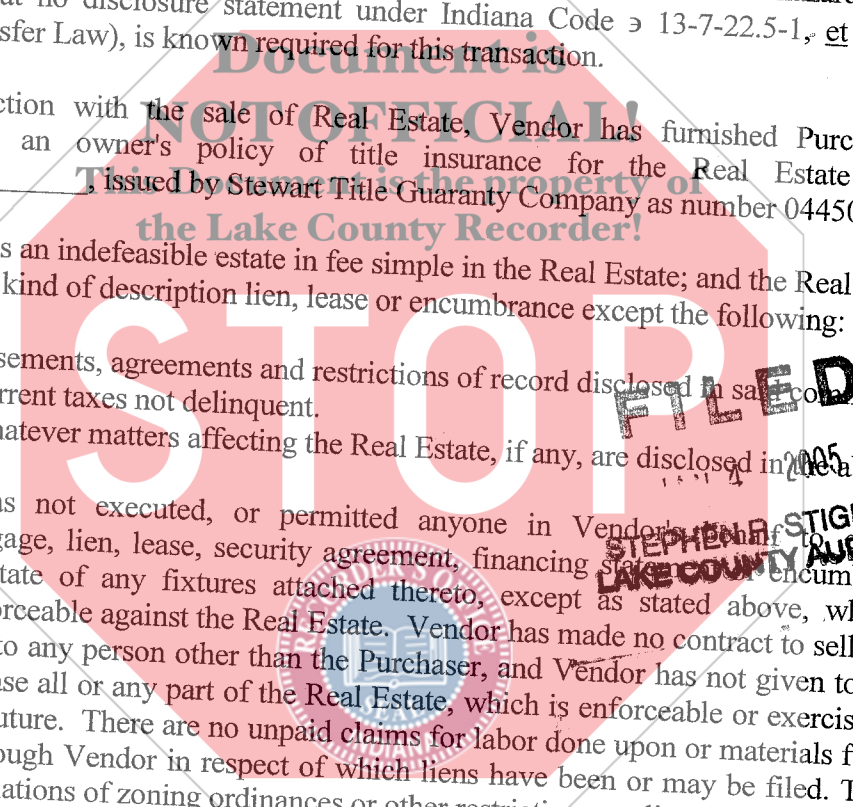
1. Easements, agreements and restrictions of record disclosed in said commitment.
2. Current taxes not delinquent.
3. Whatever matters affecting the Real Estate, if any, are disclosed in the above deed.

Vendor has not executed, or permitted anyone in Vendor's name, any conveyance, mortgage, lien, lease, security agreement, financing statement, or encumbrance of or upon the Real Estate of 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 through Vendor in respect of which liens have been or may be filed. There are no known 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 against Vendor that is or may become a lien on the Real Estate. No petition for bankruptcy has

→ Larry & Tanya Dyson  
11347 S. Stewart  
Chgo Il 60628

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been filed by or against Vendor within the last six 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 and no other person has a right to possession or claims possession of all or any part of the Real Estate.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign county or nation thereof, and Vendor is a citizen of the United States being a Corporation duly formed under the laws of the United States of America.

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.

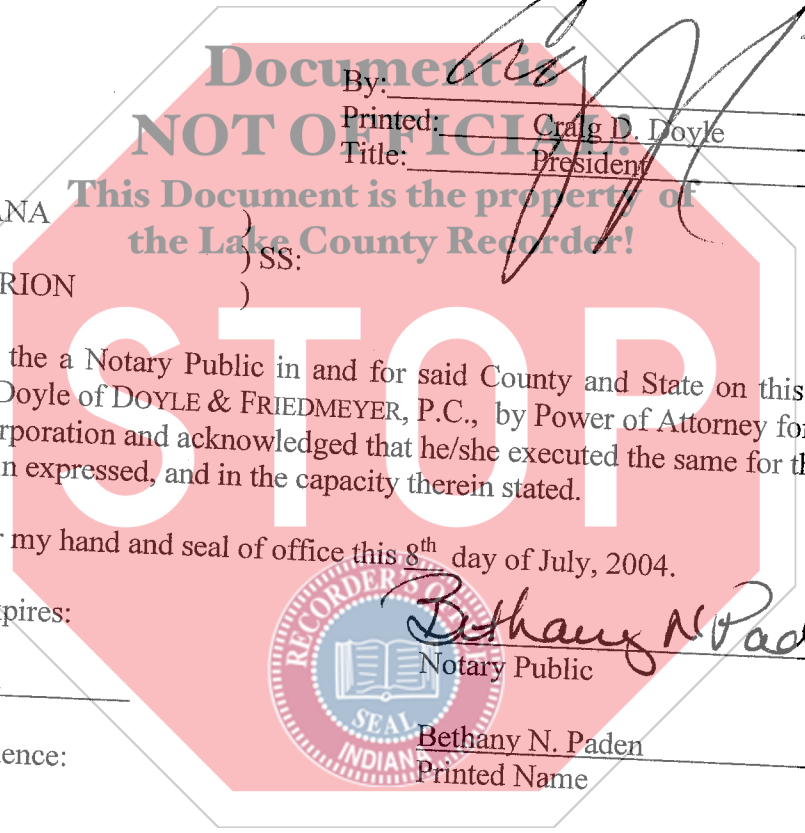
FEDERAL HOME LOAN MORTGAGE CORPORATION:

BY: DOYLE & FRIEDMEYER, P.C.  
WITH POWER OF ATTORNEY

By: [Signature]  
Printed: Craig D. Doyle  
Title: President

STATE OF INDIANA  
COUNTY OF MARION

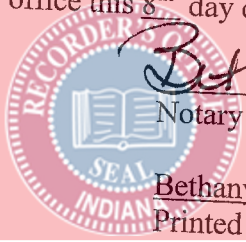
This Document is the property of the Lake County Recorder!



Before me, the a Notary Public in and for said County and State on this day personally appeared Craig D. Doyle of DOYLE & FRIEDMEYER, P.C., by Power of Attorney for Federal Home Loan Mortgage Corporation and acknowledged that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8<sup>th</sup> day of July, 2004.

My Commission Expires:  
June 3, 2012  
My County of Residence:  
Hamilton



[Signature]  
Notary Public  
Bethany N. Paden  
Printed Name

