

Case No. 119883

2007 099852

2007 DEC 21 AM 9:35

VENDOR'S AFFIDAVIT

MICHAEL A. BROWN
RECORDER

STATE OF CALIFORNIA

)SS:

COUNTY OF HUMBOLDT

Christiana Bank & Trust Company, as Trustee of the Sequoia Funding Trust, being first duly sworn state[s] that (hereinafter referred to, jointly and severally, as "Vendor") he/she/it/they is/are this day conveying to **Arrington J. Fultz and Esleen E. Fultz** (hereinafter referred to, jointly and severally, as "Purchaser"), by Warranty Deed, the following described Real Estate located in County, Indiana:

Lots 17, 18, and 19 Block F, Leshwood on West Fifth Second Addition in the City of Gary, as shown in Plat Book 20, page 15 in Lake County, Indiana.

and commonly known as: 5820-5826 West 5th Avenue
Gary, Indiana 46406 (hereinafter referred to as "Real Estate").

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 of September 20, 2007, issued by First American Title Insurance Company, as number 119883.

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 said commitment.
2. Current taxes charges and assessments not delinquent.
3. Whatever matters affecting the Real Estate, if any, 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 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. 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.

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, 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 Christiana Bank & Trust Company, as Trustee of the Sequoia Funding Trust as titleholder (s) 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 Real Estate to Purchaser on or before per proposition, free and clear of any right or claim of any person to the possession of the Real Estate except NONE.

Vendor's United States taxpayer identification number is (to be furnished if necessary) Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and Vendor is not a "foreign person" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code. Vendor is more than eighteen (18) years of age and a citizen of the United States.

FILED

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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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.

Christiana Bank & Trust Company, as Trustee of the Sequoia Funding Trust

By: _____
Joni Yorks, Sr. Vice President
SN Servicing Corporation, Attorney in Fact for
Christiana Bank & Trust Company, as Trustee of the Sequoia Funding Trust

Before me, a Notary Public in and for said County and State, personally appeared **Joni Yorks, Sr. Vice President of SN Servicing Corporation, Attorney in Fact for Christiana Bank & Trust Company, as Trustee of the Sequoia Funding Trust**, who acknowledged the execution of the foregoing Vendor's Affidavit, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 2 day of Nov, 2007.



Michelle August
Notary Public

My Commission Expires:
County of Residence:

This instrument prepared by: *Adam S. Mears, Attorney at Law, Supreme Court No 24478-49,
8395 Keystone Crossing, Suite 104, Indianapolis, IN 46240*

