## **COUNTY OF LAKE**

Johnnie Humphries, being first duly sworn upon oath deposes and says that he, here singly or collectively referred to as "Affiant" or "Grantor", are conveying to American Home Recovery Fund LLC, property commonly known as 102 West 45th Avenue, Cary, IN 46408.

That to induce the American Home Recovery Fund LLC to accept the Warranty Deed and to in sure the title to the real estate conveyed, affiant makes this affidavit.

That affiant has personal knowledge of the facts set out below or has made and investigation of the facts to satisfy affiant and permit affiant to make this affidavit.

That the following things are true:

1. Grantor has a fee simple interest in the real estate described as follows.

Lots 23 and 24, Block 7, Kelley-Semmes Boulevard Heights Addition to Gary, as per Plat thereof, recorded in Plat Book 9, page 23, in the Office of the Recorder of Lake County, Indiana.

More Commonly Known as: 102 West 45th Avenue, Gary, IN 46408

2. The real estate is clear of every kind or description of lease, lien or encumbrance, except:

a. Easements and restriction and agreements of record shown in the commitment, if any.

b. Current real estate taxes and assessments, not delinquent.

c. Other:

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3. Grantor has not executed or permitted anyone in seller's behalf to execute any conveyance, mortgage, lien, lease, security agreement, financing statement or any form of encumbrance of or upon the real estate, or any fixtures attached thereto, and has made no rental or occupancy agreements, except any which have already been made known to the purchaser, which is or are now outstanding or enforceable against the real estate.

4. Grantor has made no contract to sell all or any part of the real estate and has given to no one an option to purchase all or any part of the real estate which is now or at any time in the future enforceable or exerciseable.

5. That all engineers and surveyors who have performed engineering or surveying work in connection with this project have been paid in full.

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- 6. That, except for engineering and surveying, there has been no work or labor performed, or materials or supplies or equipment provided for the improvement of the real estate within sixty (60) days prior to the date of this affidavit for which payment in full by good funds has not been made.
- 7. That there are no existing violations of zoning ordinances or restrictions applicable to the real estate known to Affiant.
- 8. That there is, against Affiant, no judgment of any court of the State of Indiana or any court of the United States that is or may become a lien upon the real estate.
- 9. That no petition in bankruptcy has been filed by or against Grantor within the last six (6) months, nor is any petition pending with respect to seller for bankruptcy or insolvency.
- 10. That Grantor is not a principal nor a surety on any bond payable of the State of Indiana.
- 11. That the real estate is occupied by seller, and is in the possession of Grantor and Grantor is not under any disability or limitation to transfer possession to purchaser, and that no other person has or claims adversely to, or under, seller, any right of possession or occupancy of all or any portion of the real estate.
- 12. That Affiant has no knowledge of any pending or potential assessment for taxes or special assessments.
- 13. That Affiant is not acting, directly or indirectly, in any capacity whatsoever for any foreign county or nation thereof.
- 14. That the Affiant or Grantor must vacate the premises on or before that date of execution of the Warranty deed.
- 15. That Affiant has never been declared mentally incompetent, nor is any petition pending with respect to seller for incompetency.

90hnnie Hump<mark>hries</mark> OFFICIAL SEAL **MELISSA M MURPHY** STATE OF INDIANA Notary Public - State of Illinois SS: My Commission Expires Jan 21, 2015 COUNTY OF Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Johnnie Humphries and acknowledged the execution of the foregoing Warranty Deed. Signed and sealed this day of 2013. 10121, 2013. L Notary Public My Commission Expir County of Residence: I affirm, under penaltiès for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Phillip A. Pluister

This Instrument Prepared By: Phillip A. Pluister, 9191 Broadway, Merrillville, IN 46410

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