

MORTGAGOR'S AFFIDAVIT

STATE OF _____

File No.: *

COUNTY OF _____

The undersigned being first duly sworn upon oath deposes and says that:

1. That the undersigned *, a/an* organized and existing under the laws and State of *.
2. That said *, hereinafter referred to jointly and severally as "Mortgagor", is this day mortgaging to hereinafter referred to jointly and severally as "Mortgagee", Real Estate located in * County, Indiana as described in Fidelity National Title Insurance Company Commitment No. *, the legal description of which is attached hereto as Exhibit "A".
3. That in connection with the mortgage of the Real Estate, Mortgagor has furnished Mortgagee with the above commitment for a lender's policy of title insurance for the Real Estate under date of *.
4. That Mortgagor has an indefeasible estate in fee simple in the Real Estate, and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance except the real property taxes, easements, agreements, restrictions, mortgages and other liens disclosed in said commitment.
5. Mortgagor has not executed, or permitted anyone in Mortgagors behalf to execute any conveyance, mortgage, lien, lease, security agreement, financing statement or other 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.
6. Mortgagor has made no contract to mortgage all or a part of the Real Estate to any person other than Mortgagee, and Mortgagor 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.
7. There are no unpaid bills or claims for labor or services performed upon or materials furnished or delivered for alterations, repair work or new construction on the Real Estate in respect of which liens have been or may be filed. There have been no repairs, alterations, additions, or improvements made, ordered, or contracted to be made on or to the Real Estate during the last one hundred eighty (180) days prior to the date of this affidavit and there are no outstanding or disputed claims for any labor or services performed or materials furnished or delivered for alterations, repair work, additions or new construction on the Real Estate.
8. The improvements upon the Real Estate are all located entirely within the bounds of the Real Estate and there are no encroachments thereon.
9. There are no existing violations of zoning ordinances or other restrictions, covenants and conditions applicable to the Real Estate.
10. That 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. That no petition for bankruptcy has been filed by or against mortgagor within the last six (6) months, nor is any petition now pending with respect to Mortgagor for bankruptcy, or insolvency. Mortgagor is neither principal nor surety on any bond payable to the State of Indiana.
11. That the Real Estate is now in the possession of Mortgagor is not subject to leasehold tenancies and no other person has a right to possession or claims possession of all or any part of the Real Estate.
12. Mortgagor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof.
13. _____ is a duly elected officer of said LLC and has been fully empowered by proper resolution of the Board of Directors of said LLC to execute and deliver this affidavit and the mortgage and related debt instrument, on behalf of said LLC, that all corporate action for the making of such conveyance including shareholder approval, has been taken and done.
14. Mortgagor 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 Mortgagee to make a mortgage loan on the Real Estate; and to induce Fidelity National Title Insurance Company to issue its title insurance policy insuring the mortgagee in accordance with the commitment and its terms and conditions thereof; and each of the representations is true.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BY: _____

EXHIBIT "A"
Legal Description