

IN Affidavit-Vendor's 1

_____, first being first duly sworn state(s), that _____
(hereinafter referred to, severally [and /or jointly] as "Vendor") is/are this day conveying to
_____, (hereinafter referred to, as "Purchaser"), by Deed, the following described Real
Estate located in _____ County, Indiana:

See Attached Exhibit A

Commonly known as: _____ (hereinafter referred to as
"Real Estate")

In connection with the sale of the Real Estate, Vendor has furnished Purchaser and/or Purchaser's
Lender, _____, with a commitment for an owner's and/or loan policy of title insurance for
the Real Estate dated _____, and issued by _____ on
behalf of Stewart Title Guaranty Company as Commitment No. _____.

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

1. Easements, agreements and restrictions of record disclosed in said Commitment.

2. Current taxes are not delinquent.

3. Matters affecting the Real Estate, if any, as disclosed in the above deed.

4. _____

Vendor has not entered into any agreements with anyone who would be entitled to file a broker's lien
under Indiana Code 32-28-12.5-1 (et. seq.) except in connection with the sale of the Real Estate and
except _____.

Vendor has not executed, or permitted anyone in Vendor's behalf to execute, any conveyance, deed, 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. 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 except the following:

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 _____ 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 _____, free and clear of any right or claim of any person to the possession of the Real Estate except:

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and:

(Select Appropriate Paragraph)

___ 1. Vendor is more than eighteen (18) years of age and a citizen of the United States.

Or

____ 2. Vendor is a company authorized to do business and existing under the laws of _____ as a _____. The person(s) executing this affidavit and the deed on behalf of Vendor are duly elected officers or _____ of Vendor and have been fully empowered by proper written authorization or resolution to execute and deliver this affidavit and the deed. Vendor has granted full capacity to convey the Real Estate described herein and all necessary action by the Vendor for conveyance of the Real Estate has been taken and done.

Vendor intend that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Stewart Title Guaranty Company to issue its title insurance policy; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Stewart Title Guaranty Company and Purchaser and all other persons to rely on such representations.

VENDOR:

Printed: _____ Printed: _____

By: _____ By: _____

Printed _____ Printed: _____

Title: _____ Title: _____

Subscribed and sworn to before me, a Notary Public in and for said County and State, this _____ day of _____.

My commission expires: _____

Signature

Printed, Notary Public

Resident of _____ County, State of _____.

No guidelines are available for this form at this time.