

## VENDOR'S AFFIDAVIT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Kerusso Konstruction Kompany, L.L.C, being first duly sworn state[s] that (hereinafter referred to, jointly and severally, as "Vendor") is this day conveying to Hector Rodriguez (hereinafter referred to, jointly and severally, as "Purohaser"), by Warranty Deed, the following described Real Estate located in Lake County, Indiana:

Lot 2 in Briarwood Unit No. 1, in the City of Crown Point, as per plat thereof, recorded in Plat Book 38, page 48, in the Office of the Recorder of Lake County, Indiana.

and commonly known as: 930 Mohawk Drive  
Crown Point, Indiana 46307 (hereinafter referred to as "Real Estate").

The undersigned hereby represent that this real estate is not "property" as defined in Indiana Code 13-11-2-174, and is not, and has not been used, as a landfill or dump, and contains no underground storage tanks or toxic or hazardous waste or materials, and that no disclosure statement under Indiana Code 13-25-3, et. seq. (Indiana Responsible Property Transfer Law), is 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 of November 2, 2005, issued by Stewart Title Guaranty Company, as number 560002629.

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 Kerusso Konstruction Kompany, LLC as titlholder (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 Purohaser 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 is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and  
(Select appropriate paragraph)

Yes  No Vendor is more than eighteen (18) years of age and a citizen of the United States.

Yes  No Vendor is a corporation duly organized under the laws of The State of Indiana or is registered with The Secretary of State of Indiana and in good standing under the law of The State of Indiana and the persons executing this affidavit and the deed on behalf of Vendor are duly elected officers of Vendor

and have been fully empowered by proper resolution of the Board of Directors of Vendor to execute and deliver this affidavit and the deed; and Vendor has full corporate capacity to convey the real estate described herein and all necessary corporate action for the making of such conveyance has been taken and done.

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.

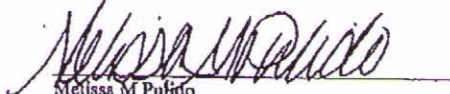
Kerusso Konstruction Kompany, LLC

By: \_\_\_\_\_



Subscribed and sworn to before me, a Notary Public in and for the said County and State, this 11th day of January, 2006.

My commission expires: 6/29/2011  
MELISSA M. PULIDO  
NOTARY PUBLIC - LAKE COUNTY, INDIANA  
MY COMMISSION EXPIRES JUNE 29, 2011  
RESIDENT LAKE COUNTY INDIANA



Melissa M Pulido  
Notary Public  
Residing in Lake County, Indiana

*This instrument prepared by:*