

Associates Financial Services
2074 Willow Creek Rd
P.O. Box 367
Portage, Ind. 46365

AGREEMENT FOR DEED AND ESTOPPEL
AND SOLVENCY AFFIDAVIT



655403

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STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

The undersigned, being first duly sworn, states:

1. Charles E. Cates, widowed and not remarried, executed and delivered to Associates Financial Services Company of Indiana, Inc., on January 27, 1981, a promissory note (hereinafter referred to as the "Note") in the principal sum of \$30,302.16, plus finance charges of \$35,414.80, over the life of the loan, for a total amount secured of \$65,716.96, secured by a mortgage of that date (hereinafter referred to as the "Mortgage"), which was recorded on the January 29, 1981, in the office of the Recorder of Lake County, Indiana, as Instrument No. 616203. The Mortgage covers the following described real estate located at Lake Station, Lake County, Indiana:

Lot Six (6), Block Two (2), Suburban Gardens First Addition to East Gary, as recorded in Plat Book 23, page 47, in the Recorder's Office of Lake County, Indiana.

(hereinafter referred to as the "Mortgaged Property").

2. I acknowledge that Associates Financial Services Company of Indiana, Inc. (hereinafter referred to as "Associates") is the present holder in due course of the Note and Mortgage.

3. I executed and deliver^{ed}/a Quit-Claim Deed to the Mortgaged Property (hereinafter referred to as the "Deed") to Associates Financial Services Company of Indiana, Inc. (hereinafter referred to as the "Grantee"), dated the 30th day of December, 1981.

4. At the time I executed and delivered said Quit-Claim Deed, there was due and owing on the Note and Mortgage an unpaid balance of \$61,697.50, plus late charges provided under the terms of the Note, plus attorney fees incurred by Grantee in representing Associates in a certain bankruptcy proceeding filed by Charles E. Cates, in bankruptcy number 81-61674, and proceedings incident thereto; the actual pay-off balance on said account, if paid in a lump sum, at this time, would be approximately \$30,000.00, plus said attorney fees; the value of the Mortgaged Property was not in excess of the outstanding indebtedness; and I am unable to meet the obligations of the Note and Mortgage according to their terms. The Deed was given for a fair, reasonable, and present consideration and not as a preference against any of my creditors; and that, although said Deed indicated further consideration of \$10.00, it is merely a matter of custom and form, and I am not to receive any cash from Grantee.

5. At the time I executed and delivered the Deed, I had an indefeasible estate in fee simple in the Mortgaged Property and the Mortgaged Property was at that time, and is now, free and clear of every kind or description of lien, lease, or encumbrance.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JAN 5 11 05 AM '82
WILLIAM BIELSKI JR
RECORDER

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except the following:

- (a) The Mortgage described above; and
- (b) Current and past due real estate taxes, legal highways and rights-of-way, recorded easements, and recorded conditions and restrictions.

6. I have not executed, or permitted anyone in my behalf to execute, any conveyance, mortgage, lien, lease, or encumbrance of or upon the Mortgaged Property, except as stated above, which is now outstanding or enforceable against the Mortgaged Property.

7. I have made no contract or offer to sell or convey all or a part of the Mortgaged Property to any person other than the Grantee and I have not given to any person an option, which is presently exercisable, to purchase all or any part of the Mortgaged Property.

8. There are no unpaid claims for labor done upon or materials furnished for the Mortgaged Property in respect of which liens have been or may be filed.

9. The improvements on the Mortgaged Property are all located entirely within the bounds of the Mortgaged Property and there are no encroachments thereon. There are no existing violations of zoning ordinances or other restrictions applicable to the Mortgaged Property.

10. 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 Mortgaged Property.

11. I am not now a party to any litigations pending in any court in Indiana.

12. I am neither principal nor surety on any bond payable to the State of Indiana.

13. The Mortgaged Property is now in my actual possession, and no other persons have any claim or interest in any part of said Mortgaged Property, as of the date of the execution of the said Deed, although my son, has, from time to time, been allowed by me to live in and on said Mortgaged Property; and I agree to deliver possession of the Mortgaged Property free and clear of any right or claim of any person to the possession of said Mortgaged Property, forthwith, subject to the possibility that I shall remain as a month-to-month tenant in said property, pursuant to a separate agreement between Associates and me.

C.E.C. ~~14. If applicable, I assign to Grantee all funds in the escrow account and the hazard insurance policy now in effect on the Mortgaged Property and I further assign to Grantee the right to receive payment of any claim payable under the terms of that policy including any premiums refund now or hereafter payable.~~

15. I also convey, transfer, and assign to Grantee my rights of possession, rentals, and equity of redemption in and to the Mortgaged Property.

16. I am more than eighteen (18) years of age. I am a citizen of the United States and I am not acting directly or indirectly in any capacity whatsoever for any

foreign country or national thereof.

17. I executed and delivered the Deed to Grantee as my free and voluntary act and I gave the Deed in good faith on my part and on the part of the Grantee and as the result of my request that the Grantee accept the Deed. In offering to execute and deliver the Deed, and in executing and delivering the Deed, I was not acting under any duress, undue influence, misapprehension, misunderstanding, fraud, or misrepresentation by the holder of the Note and Mortgage or the Grantee or any agent, attorney, or other representative of the holder of the Note and Mortgage or Grantee.

18. Notwithstanding any recital in the Deed, I understand and agree that the execution, delivery, receipt, recording, and acceptance of the Deed shall not restrict the right of the holder of the Note and Mortgage or the Grantee to institute or proceed with foreclosure proceedings if either so desires, and that the execution, delivery, receipt, recording, and acceptance of the Deed shall not work a merger of title and the release of the Mortgage of record shall not extinguish the mortgage lien until such time as the Grantee shall have consented to the acceptance of delivery of the Deed and accepted and approved title, but I also understand and agree that the Deed and conveyance shall be, and hereby are intended to be, an absolute conveyance and an unconditional sale, with full extinguishment of our equity of redemption and with full release of all of my rights, title, and interests of every character, including all dower, homestead, and statutory rights, and in to the Mortgaged Property, together with all buildings and appurtenances thereunto belonging and appertaining. I understand that in consideration for the Deed and conveyance and delivery of possession of the Mortgaged Property, that upon final acceptance of the Deed and approval of title by the Grantee, I will be given a full and complete release of personal liability on the Note and Mortgage.

19. I understand that Grantee must, after recording of the Quit-Claim Deed I tender herewith to Grantee, have further title insurance company investigation of the mortgaged property conducted, to insure that Grantee is not taking the said property subject to any other encumbrances on said property, other than as set out hereinabove; and, should said investigation uncover any additional encumbrances, this Agreement shall be null and void.

20. I am free to transfer said Deed notwithstanding my adjudication in bankruptcy, because the Trustee in said bankruptcy proceedings, on December 16, 1981, abandoned said mortgaged property, thereby putting said property outside the estate of the bankruptcy.

21. That part of the consideration for the said transfer of Deed was the agreement of Associates to allow me to continue as a month-to-month tenant in said property, for a period no less than three months from December 23, 1981, pursuant to a separate tenancy agreement, providing that I am to keep current and maintain, at my own expense,

all utility charges and bills on said property.

22. I ACKNOWLEDGE THAT I HAVE READ EACH OF THE STATEMENTS MADE BY ME HEREIN AND UNDERSTAND THE MEANING OF SUCH STATEMENTS AND THE LEGAL SIGNIFICANCE AND CONSEQUENCES THEREOF. I FURTHER ACKNOWLEDGE AND AGREE THAT THIS AFFIDAVIT HAS BEEN MADE FOR THE PROTECTION AND BENEFIT OF THE HOLDER OF THE NOTE AND MORTGAGE AND THE GRANTEE, HIS SUCCESSORS AND ASSIGNS, AND OTHER PARTIES HEREAFTER DEALING WITH OR WHO MAY ACQUIRE AN INTEREST IN THE MORTGAGED PROPERTY AND SHALL BIND OUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, AND ASSIGNS. I 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 THE HOLDER OF THE NOTE AND MORTGAGE AND THE GRANTEE TO ACCEPT THE DEED; AND EACH OF THE REPRESENTATIONS, WHETHER CONSTRUED JOINTLY OR SEVERALLY, IS TRUE. WE EXPRESSLY AUTHORIZE THE HOLDER OF THE NOTE AND MORTGAGE AND THE GRANTEE AND ALL OTHER PERSONS TO RELY ON SUCH REPRESENTATIONS.

IN WITNESS WHEREOF, I have executed this affidavit this 30th day of December, 19 81 consisting of 4 pages.

Signature: Charles E. Cates
CHARLES E. CATES

Before me, a Notary Public in and for said County and State, personally appeared Charles E. Cates, who acknowledged the execution of the foregoing Vendors and Estoppel Affidavit, and who, having been duly sworn, under the penalties of perjury, stated that the facts, representations, and matters contained therein are true.

Witness my hand and Notarial Seal this 30th day of December, 19 81.

Joseph E. McDonald
NOTARY PUBLIC

MY COUNTY OF RESIDENCE:

Porter

MY COMMISSION EXPIRES:

Oct. 13, 1985

This instrument was prepared by JOSEPH E. McDONALD, ATTORNEY AT LAW
8396 MISSISSIPPI STREET
MERRILLVILLE, INDIANA 46410