

Thomas J. Lewis
1808 American Natl Bk
Dowick Bend Dr.
46601

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ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 11th day of April, 1983, by TERRY A. WILSON and KENDALL K. WILSON, Husband and Wife, hereinafter referred to as Grantors.

WITNESSETH:

That the Grantors did, on the 31st day of October, 1979, execute and deliver a certain promissory note in the principal sum of Forty-four Thousand Two Hundred and No/100 Dollars (\$44,200.00), and secured by a mortgage dated the 31st day of October, 1979, and duly recorded in the Recorder's Office of Lake County, State of Indiana, as Document No. 558557,

covering the real estate more particularly described as follows:

Key # 15-455-22

Lot 380, Resubdivision of Lincoln Gardens Eleventh Subdivision, as shown in Plat Book 41, page 54, in Lake County, Indiana.

FILED

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The Grantors have defaulted in the payment due on said note upon which the amount of Forty-six Thousand Seven Hundred and 87/100 Dollars (\$46,754.87) is, at present, due and outstanding as of September 1, 1982, and are unable to meet the obligations of said note and mortgage according to the terms thereof.

Thomas J. Lewis
AUDITOR LAKE COUNTY

That the said Grantors are the parties who made, executed and delivered that certain deed to the Secretary of Housing and Urban Development of Washington, D.C., his successors and assigns, dated the 11th day of April, 1983, conveying the above-described property. The said Grantors hereby acknowledge, agree and certify that the aforesaid deed was an absolute conveyance of the Grantors' rights, title and interest in and to said real estate, and also convey, transfer and assign the Grantors' rights of possession, rentals and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of said indebtedness outstanding and in

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consideration of the premises hereof and in consideration of such conveyance, the Grantors have received a full and complete release of personal liability on said note together with the cancellation of record by said Grantee of the mortgage.

Said deed was given voluntarily by the Grantors to the Grantee, in good faith on the part of Grantors and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantors or Grantee and was not given as a preference against any other creditors of said Grantors. Said deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantors' equity of redemption, and with full release of all Grantors' rights, title and interest of every character in and to said property.

Grantors hereby assign to Grantee the hazard insurance policy now in effect on said property and further assign to Grantee the right to receive payment of any claim payable under the terms of said policy including any premium refund now or hereafter payable.

This affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and

shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Terry A. Wilson
Terry A. Wilson

Kendall K. Wilson
Kendall K. Wilson

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me, a Notary Public in and for the County of Lake, State of Indiana, this 9th day of April, 1983.

Vickie L. Johnston
Notary Public
A resident of the County of Lake, State of Indiana
COUNTY OF RESIDENCE: LAKE

My Commission Expires:
August 2, 1985

VICKIE L. JOHNSTEN
MY COMMISSION EXPIRES AUGUST 2, 1985

THIS INSTRUMENT prepared by Thomas F. Lewis, Jr., 1800 American National Bank Building, South Bend, Indiana 46601.