

**FILED**

STATE OF INDIANA )

DEC 05 1997

COUNTY OF LAKE )

ss.

**SAM ORLICH**  
**AUDITOR LAKE COUNTY**  
**ESTOPPEL AFFIDAVIT**

97083558

PATRICIA A. WANDS AKA PATRICIA A. JORDAN, after first being duly sworn, deposes and says:

FIRST -- That she is the identical party who made, executed and delivered a Deed to Associates Financial Services Company, of Indiana, Inc. a corporation (Associates), dated the 17 day of NOVEMBER, 1997, conveying the following described property, to-wit:

LOTS ONE (1) AND TWO (2), BLOCK FOUR (4) HENRY A. BOORSE'S FIRST ADDITION TO IVANHOE IN THE CITY OF GARY.

SECOND -- That prior to the above conveyance to Associates, she was the fee owner of the above property. This property was encumbered by a Mortgage to Associates, dated May 10, 1996, and recorded on May 13, 1996, in the Office of the Recorder of Lake County, Indiana in Instrument Number 96031230. This Mortgage was executed in the original amount of \$60,728.97, for which sum the deponent was personally liable.

THIRD -- That the deponent voluntarily, without any fraud, duress, or undue influence on the part of Associates, or its agents, attorneys, or employees, conveyed the above premises by Warranty Deed to Associates. The Deed was accepted by Associates subject to clear title and the terms of this Affidavit, and the Warranty Deed was executed for good and valuable consideration, including the payment to the deponent of TEN AND NO/100 DOLLARS (\$10.00) by Associates, receipt of which is hereby acknowledged, and the assumption by Associates of all unpaid taxes, both regular and special, and the release of the deponent from all personal liability for such mortgage note, taxes, interest, or any other charges whatsoever covering the property above described. Notwithstanding any language to the contrary contained in the Warranty Deed, the deponent hereby acknowledge that the fee granted therein shall not merge with the lien of the Mortgage and that the property conveyed pursuant to the Deed shall remain subject to the Mortgage without further personal liability to the deponent.

FOURTH -- That the Warranty Deed and conveyance from the deponent to Associates was executed as her own free and voluntary act and that the Deed was accepted at the request of the deponent. The deponent felt and still feels that, at the time of executing the Warranty Deed, that the Mortgage indebtedness and other charges above mentioned represented a fair value of the property so deeded. Deponent further swears that the considerations above mentioned are absolutely fair and adequate and that said deponents' indebtedness on the Mortgage above mentioned for principal and interest and the taxes which are now due on the above property is approximately the value, or greater than the value, of the property described.

FIFTH -- The deponents for self, her heirs, and assigns, hereby declare that the Warranty Deed which she has executed to Associates is to be construed at all times as conveying the full title and all interest in the above property, and not as security for any debt or conditional sale. Further, there has not been, nor will be, any agreement between the deponent and Associates for the deponent to re-purchase or lease the above property from the grantee in the above Warranty Deed.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
97DEC-8 AM 12  
MARRIS W. SAUTER  
RECORDER

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Likens & Blomquist 9415 Nall Ave. Shawnee Mission Ks 1200  
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SIXTH -- That the possession of the property was surrendered to Associates, and the property was vacated by the deponent at the time the Warranty Deed was delivered. The Deed was not given as a preference against any other creditors of the deponent. At the time the Deed was given, there was no other person or persons, firm, or corporation, other than Associates, interested either directly or indirectly in the property. The deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property described in the Deed. The deponent in executing the Deed to the Associates was acting with the advice or opportunity for advice of counsel and was not acting under any duress, undue influence, misapprehension, or misrepresentation by the Associates, agent or attorney or other representative of the Associates. It was the intention of the deponent, as grantor of the Warranty Deed, to convey and by this Deed, did convey, to Associates, grantee in the Deed, all her right, title, and interest absolutely, including her equity of redemption, in and to the premises described in the Deed.

The deponent further swears that she has had her legal rights in this transaction explained to her, or has had the opportunity for explanation, and that she has full knowledge of the fact that she would have had a time period in which to redeem, had the Mortgage been foreclosed.

This Affidavit is made for the protection and benefit of the grantee in the Deed, Associates Financial Services Company of Indiana, Inc., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described, and shall bind the respective heirs, executors, administrators, successors, and assigns of the undersigned.

Patricia A. Wands / Patricia A. Jordan  
PATRICIA A. WANDS aka PATRICIA A. JORDAN

WITNESSES:

Lillian I. Vega x Margaret Lopez  
(Signature) (Signature)

LILLIAN I. VEGA Margaret Lopez  
(Print) (Print)

SUBSCRIBED and SWORN to before me this 17<sup>th</sup> day of NOVEMBER, 1997.

Augusto J. Garcia  
Notary Public