

STATE OF INDIANA  
COUNTY OF LAKE 98045 } 22

FILED  
LAKE COUNTY  
FILED FOR RECORD  
JUN 17 1998  
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**ESTOPPEL AFFIDAVIT**  
S. AM. ORLICHER  
NOTARY PUBLIC  
LAKE COUNTY

Ronald W. Barr and Diana L. Barr, husband and wife, after first being duly sworn, depose and say:

FIRST -- That they are the identical parties who made, executed and delivered a Deed to Associates Financial Services Company of Indiana, Inc., a corporation (Associates), dated the 22nd day of May, 1998, conveying the following described property, to-wit:

Lot 72, Pon and Co's Wildwood Shores, as shown in Plat Book 26, page 38, Lake County, Indiana. Subject to zoning and building ordinances; ditches and drains, if any covenants, easements and restrictions of record; and, highways and public right of ways.

Commonly known as: 6115 W 250<sup>th</sup> Avenue, Lowell, Indiana 46356

SECOND -- That prior to the above conveyance to Associates, they were the fee owners of the above property. This property was encumbered by a Mortgage to Associates, dated September 19, 1996, and recorded on September 24, 1996 as Instrument Number 96063497 in the Office of the Recorder of Lake County, Indiana. This Mortgage was executed in the original amount of \$50,088.88, for which sum the affiants were personally liable.

THIRD -- That the affiants 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 affiants 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 affiants 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 affiants 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 affiants.

FOURTH -- That the Warranty Deed and conveyance from the affiants to Associates was executed as their own free and voluntary act and that the Deed was accepted at the request of the affiants. The affiants 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. Affiants further swear that the considerations above mentioned are absolutely fair and adequate and that said affiants' 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 affiants for themselves, their heirs, and assigns, hereby declare that the Warranty Deed which they have executed to Associates is to be construed at all times as conveying the full title and

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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 affiants and Associates for the affiants to re-purchase or lease the above property from the grantee in the above Warranty Deed.

SIXTH -- That the possession of the property was surrendered to Associates, and the property was vacated by the affiants at the time the Warranty Deed was delivered. The Deed was not given as a preference against any other creditors of the affiants. 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 affiants are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property described in the Deed. The affiants in executing the Deed to the Associates were acting with the advice or opportunity for advice of counsel and were 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 affiants, as grantors of the Warranty Deed, to convey and by this Deed, did convey, to Associates, grantee in the Deed, all their right, title, and interest absolutely, including their equity of redemption, in and to the premises described in the Deed.

The affiants further swears that they have had their legal rights in this transaction explained to them, or have had the opportunity for explanation, and that they have full knowledge of the fact that they 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 granted 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.

WITNESSES:

Kelene J. Moody

Debbie O'Rourke

OWNERS:

Ronald W. Barr  
Ronald W. Barr

Diana L. Barr  
Diana L. Barr



SUBSCRIBED and SWORN to before me this 22nd day of May, 1998.

Linda Brebner  
Notary Public: Linda Brebner

County of Residence: Porter

My Commission Expires: April 4, 2008

[SEAL]

This instrument prepared by: Barry T. Barnes, Attorney at Law, LIKENS & BLOMQUIST, LLC, 9292 North Meridian, Suite 110, Indianapolis, Indiana 46260.

