

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99065258

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MORRIS W. CARTER
RECORDER

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 20th day of July,
1999, by Stanford R. Washington, hereinafter referred to as
"Grantor,"

WITNESSETH: That

The Grantor did, on the 20th day of December, 1994,
execute and deliver a certain Mortgage Note in the principal sum of
\$50,490.00, and secured by a Mortgage dated the 20th day of
December, 1994, and duly recorded in the Recorder's Office of Lake
County, State of Indiana, as Document No. 94086502, covering the
real estate more particularly described as follows, to-wit:

Lot 21 in Block "C" in Park Manor Fifth
Subdivision, in the City of Gary, as per plat
thereof, recorded in Plat Book 17 page 32, in
the Office of the Recorder of Lake County,
Indiana.

Commonly known as 3556 Monroe Street, Gary,
Indiana 46408.

The Grantor has defaulted in the payment due on said
Note, upon which the amount of \$49,302.00, is, at present, due and
outstanding as of June 1, 1998, plus interest from that date, and
is unable to meet the obligations of said Note and Mortgage
according to the terms thereof.

FILED

AUG 03 1999

PETER BENJAMIN
LAKE COUNTY AUDITOR

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Thomas F. Lewis, Jr.

Post office Box 4577

South Bend, In 46634

15.00

E.P.

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The said Grantor is the party who made, executed and delivered that certain Deed to the Veterans Administration, its successors and assigns, dated the 20th day of July, 1999, conveying the above-described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid Deed was an absolute conveyance of the Grantor's rights, title and interest in and to said real estate, and also conveys, transfers and assigns the Grantor's 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 consideration of the premises hereof and of such conveyance, the Grantor has 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 Grantor to the Grantee, in good faith on the part of Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee, and was not given as a preference against any other creditors of said Grantor. 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 Grantor's equity of redemption, and with full release of all Grantor's rights, title and interest of every character in and to said property.

Grantor hereby assigns to Grantee the hazard insurance policy now in effect on said property and further assigns 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, its 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.



Stanford R. Washington
Stanford R. Washington

STATE OF ILLINOIS)
) SS:
 Cass COUNTY)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Stanford R. Washington, and acknowledged the execution of the foregoing as his voluntary act and deed.

WITNESS my hand and notarial seal, this 20 day of July, 1999.

My Commission Expires:
"OFFICIAL SEAL"
MARVIN TOPEL
Notary Public, State of Illinois
My Commission Expires Oct. 17, 2001

Marvin Topel
Notary Public
A resident of Cook County, IL

THIS INSTRUMENT PREPARED BY: Thomas F. Lewis, Jr., 1800 City Center, 211 West Washington, Post Office Box 4577, South Bend, Indiana 46634-4577.

