

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 061520

2002 JUL 10 AM 10:03

MORRIS W. CARTER
RECORDER

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that, Sean Mitchell, Sharon W Mithchell of 6411 Grand Avenue Hammond, IN 46323 hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto Wells Fargo Financial Indiana, Inc., fka Norwest Financial Indiana, Inc., of Wells Fargo Financial Indiana Inc. hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of Lake, State of Indiana, described as follows:

LEGAL DESCRIPTION:

LOT 42 (EXCEPT THE SOUTH 20 FEET THEREOF), ALL OF LOT 43, AND LOT 44 (EXCEPT THE NORTH 10 FEET THEREOF), BLOCK 3, I.F. PRITCHARD'S SECOND ADDITION, IN THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 11, PAGE 28, IN LAKE COUNTY, INDIANA, COMMONLY DESCRIBED AS 6411 GRAND AVENUE, HAMMOND, INDIANA.

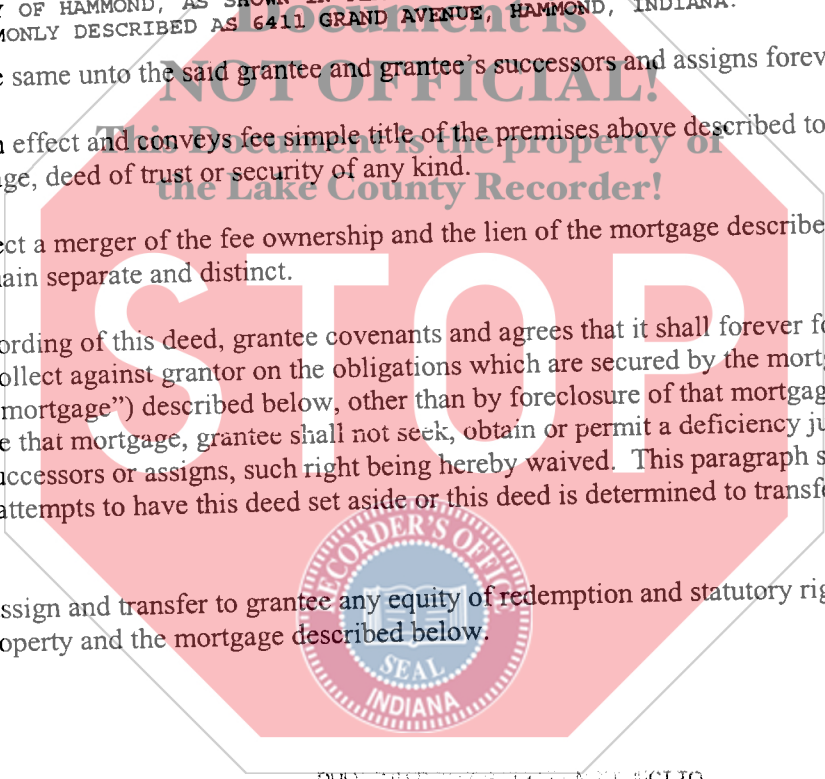
I do have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.



DULY FILED FOR RECORD SUBJECT TO
SPECIAL ADVERTISING TRANSFER

JUL 8 2002

PETER S. ...
LAKE COUNTY AUDITOR

16.00
N.L.
0488 88377x
0488 88377

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on the 24th day of April, 2001, by grantor in favor of grantee and recorded at Book 2001, Page 033854, Document No. NA, real property records of Lake County, State of Indiana, on the 7th day of May, 2001.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

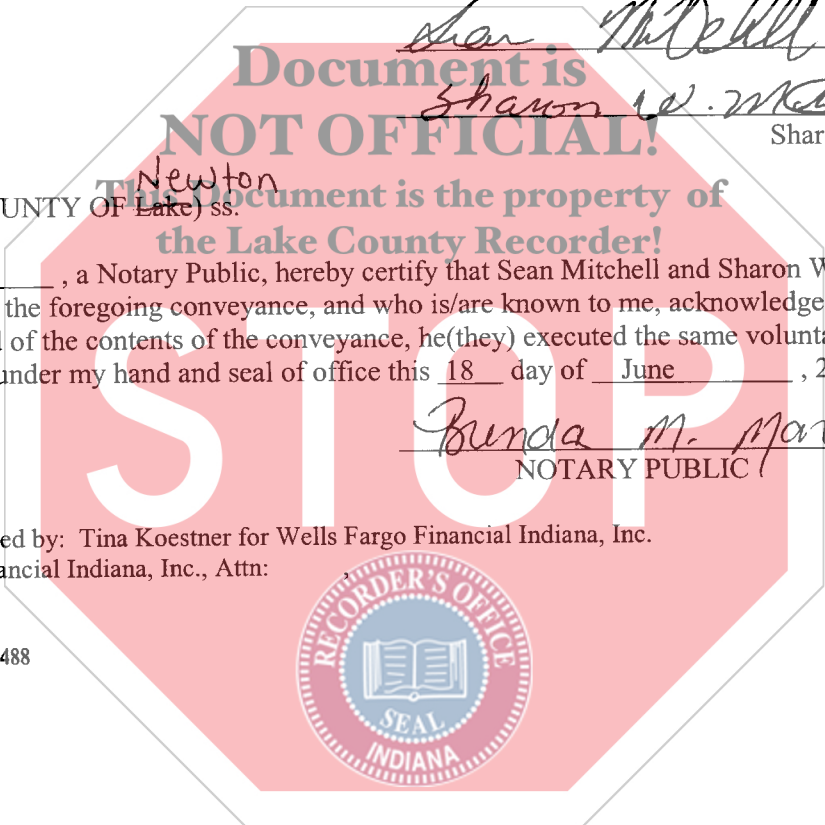
IN WITNESS WHEREOF, the grantor has executed this instrument this 18 day of June, 2002.

Sean Mitchell

Sean Mitchell

Sharon W. Mitchell

Sharon W Mitchell



STATE OF Indiana, COUNTY OF ^{Newton} ~~Lake~~ ss. **Document is the property of the Lake County Recorder!**

I, BRENDA M MARQUIS, a Notary Public, hereby certify that Sean Mitchell and Sharon W. Mitchell, whose name(s) is(are) signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he(they) executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 18 day of June, 2002.

Brenda M. Marquis

NOTARY PUBLIC

This instrument was prepared by: Tina Koestner for Wells Fargo Financial Indiana, Inc.
Return to: Wells Fargo Financial Indiana, Inc., Attn:

WELLS FARGO FINANCIAL 488
1155 EAST RIDGE ROAD
GRIFFITH, IN. 46319

