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2006-09-20 11:10:04

MICHAEL J. HANCOCK  
RECORDER

**ESTOPPEL AFFIDAVIT**

**Brandie N. Edwards**, after first being duly sworn, deposes and says:

FIRST -- That she is the identical party who made, executed and delivered a Deed to **The CIT Group/Consumer Finance, Inc.**, a **Delaware** corporation ("CIT"), dated the 21 day of September, 20 06, conveying the following described property, to-wit:

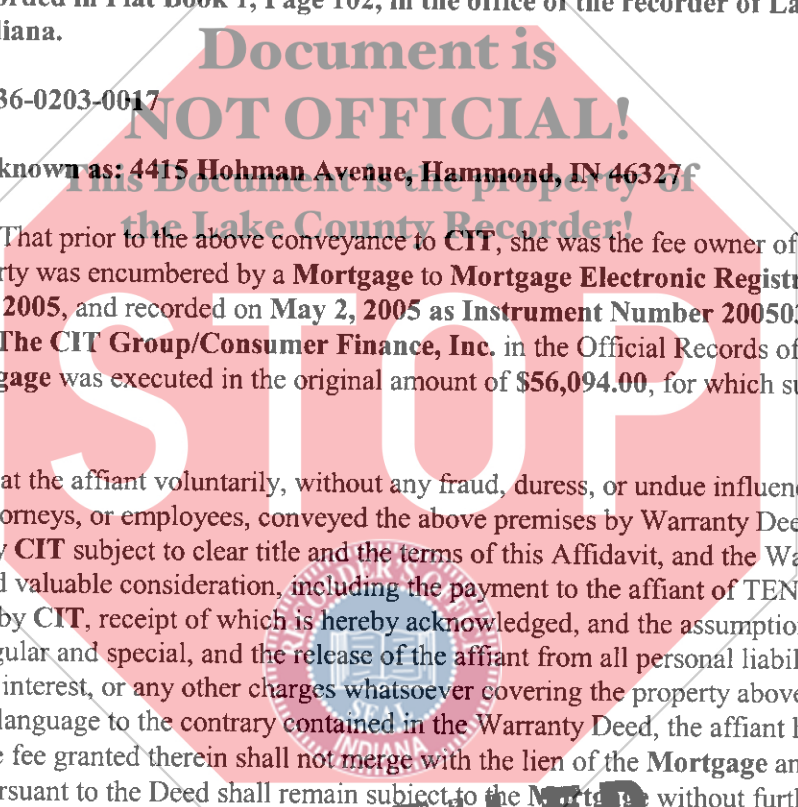
**Lots 18 and 19 in Block 2, Towle's Second Addition to Hammond, as per plat thereof, recorded in Plat Book 1, Page 102, in the office of the recorder of Lake County, Indiana.**

**Tax ID: 26-36-0203-0017**

**Commonly known as: 4415 Hohman Avenue, Hammond, IN 46327**

SECOND -- That prior to the above conveyance to CIT, she was the fee owner of the above property. This property was encumbered by a **Mortgage to Mortgage Electronic Registration Systems, Inc.**, dated **April 29, 2005**, and recorded on **May 2, 2005** as **Instrument Number 2005034877**, and **further assigned to The CIT Group/Consumer Finance, Inc.** in the Official Records of **Lake County, Indiana**. This **Mortgage** was executed in the original amount of **\$56,094.00**, for which sum the affiant was personally liable.

THIRD -- That the affiant voluntarily, without any fraud, duress, or undue influence on the part of CIT, or its agents, attorneys, or employees, conveyed the above premises by Warranty Deed to CIT. The Deed was accepted by CIT 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 affiant of TEN AND NO/100 DOLLARS (\$10.00) by CIT, receipt of which is hereby acknowledged, and the assumption by CIT of all unpaid taxes, both regular and special, and the release of the affiant 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 affiant hereby acknowledges 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



**FILED**

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liability to the affiant.

FOURTH -- That the Warranty Deed and conveyance from the affiant to **CIT** was executed as her own free and voluntary act and that the Deed was accepted at the request of the affiant. The affiant 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. Affiant further swears that the considerations above mentioned are absolutely fair and adequate and that said affiant's 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 affiant for self, her heirs, and assigns, hereby declares that the Warranty Deed which she has executed to **CIT** 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 affiant and **CIT** for the affiant 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 **CIT**, and the property was vacated by the affiant at the time the Warranty Deed was delivered. The Deed was not given as a preference against any other creditors of the affiant. At the time the Deed was given, there was no other person or persons, firm, or corporation, other than **CIT**, interested either directly or indirectly in the property. The affiant 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 affiant in executing the Deed to **CIT** was acting with the advice or opportunity for advice of counsel and was not acting under any duress, undue influence, misapprehension, or misrepresentation by **CIT**, agent or attorney or other representative of **CIT**. It was the intention of the affiant, as grantor of the Warranty Deed, to convey and by this Deed, did convey, to **CIT**, 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 affiant 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.

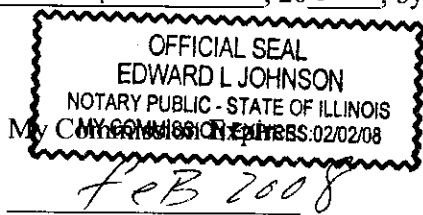
This Affidavit is made for the protection and benefit of the grantee in the Deed, **The CIT Group/Consumer Finance, Inc.**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described, and shall bind the respective heirs, executors, administrators, successors, and assigns of the undersigned.

Brandie Edwards  
Brandie N. Edwards

STATE OF IL )  
COUNTY OF COOK ) ss.

SUBSCRIBED and SWORN to before me this 21 day of SEPT, 2006, by Brandie N. Edwards.

Signature Edward L Johnson  
Print EDWARD L. JOHNSON



Notary Public County of Residence \_\_\_\_\_

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Ryan H. Newberry

Ryan H. Newberry

This instrument was prepared by:  
Jeffrey J. Harms  
TRUSTEE MANAGEMENT COMPANY  
10500 Barkley, Suite 100  
Overland Park, Kansas 66212

