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2009 036001



2005 #A 23 AH II:59

MICHAEL A. GROWN RECORDER

REO No: C08F658

SPECIAL WARRANTY DEED

This Deed is from FANNIE MAE a/k/a FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States, having its principal office in the City of Washington, D.C. ("Grantor"), to **Cavender Properties, LLC**, (Grantee) and to Grantee's heirs and assigns.

For value received, Grantor hereby grants, remises, aliens and conveys unto Grantee, and to Grantee's heirs and assigns forever, but without recourse, representation or warranty, except as expressed herein, all of Grantor's right, title and interest in and to that certain tract or parcel of land situated in the County of Lake, State of Indiana, described as follows (the "Premises"):

Lot 185, Independence Hill Third Addition, an Addition to the City of Crown Point, as shown in Plat Book 24, Page 69, in Lake County, Indiana.

Commonly known as: 8327 Elisworth Court, Merrillville, IN 46410 Parcel ID: 08-15-0149-0028 State Tax ID: 45-12-20-379-006.000-030

And Grantor, for itself and its successors does covenant, promise and agree, to and with Grantee, Grantee's heirs and assigns, that Grantor has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor will warrant and forever defend title to the Premises, against all persons lawfully claiming or who may claim the same, by, through or under Grantor but not otherwise.

Grantor is exempt from all taxation imposed by any state, county, municipality, or local taxing authority, except for real property taxes. Thus, Grantor is exempt from any and all transfer taxes. See, 12 U.S.C. 1723a (c) (2).

"No Indiana Gross Income Tax is due or payable in respect to the transfer made by this instrument."

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY TO A BONAFIDE PURCHASER FOR VALUE FOR A SALES PRICE OF GREATER THAN \$56,506 FOR A PERIOD OF THREE MONTHS FROM THE DATE OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$56,506 FOR A PERIOD OF THREE MONTHS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.

Jol /

18/0

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

MAY 28 2009

PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR

Date: <u>5/15/2009</u>		
FANNIE MAE a/k/a FEDERAL NATIONAL MORTGAGE ASSOCIATIO	WOLLASTI, OWALL	
Ву:	MICHAEL SIMMO	NS.
Attest:	Teresa M. Foley –	
STATE OF TEXAS) SS		The state of the s
COUNTY OF DALLAS)		
The foregoing instrument was acknowledge County, Texas, this 5 day of May	1, 20 <u>09</u> by Mich	rall Simmons
behalf of the corporation.	Il Mortgage Association, c	United States Corporation, on
NOTO	of is the provide	CONFEN M LISTON I Diary Public, State of Texas
/ - /	County Recognisis	My Commission Expires October 27, 2011
Send Deed and Tax Bills to grantee at the fe	ollowing address (Grantee	e's Mailing Address):
127 N BROWN ST GRIFFITH, IN	1 46319	
When recorded, please return to: Title One 8310 Allison Pointe B Indianapolis IN 4625	- COLUMN	
Prepared by Heidi A. Jones Fannie Mae International Plaza I 14221 Dallas Parkwo Dallas, Texas 75254-	ay, Suite 1000	

I AFFIRM, UNDER PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

(name printed, stamped or signed)

File Number: 2008-9141