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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 051346

2009 JUL 24 AM 10: 01

MICHAEL A. BROWN
RECORDER

**AGREEMENT FOR DEED AND
ESTOPPEL AND SOLVENCY AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

C. Allen Watkins, a/k/a Allen Watkins and Portfolio Trust #823097, being duly sworn and upon their oaths, depose and say as follows:

That they are the identical parties who made, executed, and delivered that certain deed to First National Bank of Illinois, dated the 22nd day of July, 2009, conveying the property commonly known as 309 West 41st Avenue, Gary, IN 46408 and legally described as follows, to-wit:

PART OF LOTS 25 TO 27 IN BLOCK 1, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 25, 41 FEET
8 INCHES WEST OF THE NORTHEAST CORNER THEREOF; THENCE
SOUTH 75 FEET TO THE SOUTH LINE OF SAID LOT 27; THENCE WEST 41
FEET 8 INCHES; THENCE NORTH TO THE NORTH LINE OF SAID LOT 25;
THENCE EAST 41 FEET 8 INCHES TO THE POINT OF BEGINNING, IN
SUBDIVISION OF BLOCKS 1, 2, AND 4 IN GLEN PARK, IN THE CITY OF
GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 3 PAGE 91, IN
THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

Property No. 45-08-28-426-004.000-004
Old Parcel No. 25-43-0279-0028

That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form and was not and is not as a mortgage, trust, conveyance, or security of any kind, and that possession of said premises will be surrendered to the grantee as of the 22nd day of July, 2009 and that the consideration for the aforesaid deed was a full cancellation of all notes, debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain Mortgage and Assignment of Rents (in default) heretofore existing on the property therein and hereinbefore described executed by Linda Prince, not individually, but as Trustee on behalf of the Portfolio Trust #823097, as mortgagees, dated March 7, 2008, and recorded on March 14, 2008, as Document Nos. 2008018493 and 2008018494, respectively, in the Office of the Recorder of Lake County, Indiana.

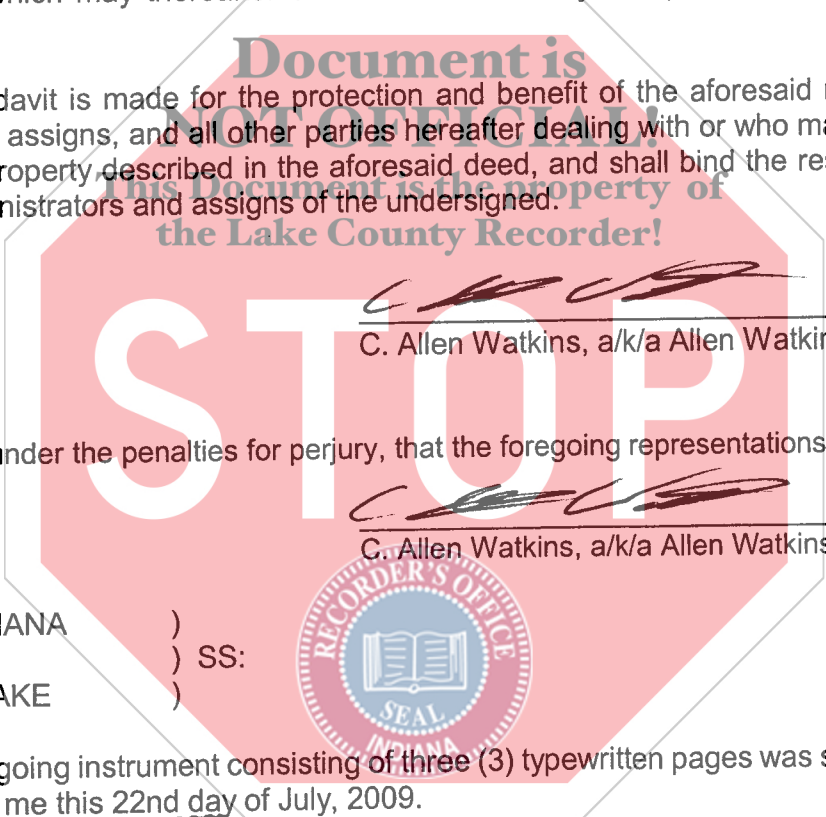
That the aforesaid deed and conveyance made by the deponents were their free and voluntary act; that at the time of making said deed the deponents felt and still feel that the mortgage indebtedness above-mentioned represented the fair value of the property so deeded; that said deed was not given as a preference against any other creditor of the deponents; that

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at the time it was given there was no other person or persons, firms or corporations, other than the grantee referred to herein or the mortgagees' interest, either directly or indirectly, in said premises; that the deponents are not obligated upon any note, bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that the deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, were not acting under any duress, undue influence, misapprehension or misrepresentation, and that it was the intention of the deponents as grantors in said deed to convey and by said deed the deponents did convey to the grantee therein all their right, title and interest absolutely in and to the premises described in said deed.

That the aforesaid deed and conveyance made by the deponents was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interests as to extinguish the mortgage lien, and that its receipt by the grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to approval of title by First National Bank of Illinois, its successors or assigns. The receipt or acceptance of said deed as aforesaid, shall in no way restrict the right of the mortgagee (or its nominee), or the right of its successors in interests, to foreclose the mortgage debt if foreclosure is deemed desirable. From and after this 22nd day of July, 2009, deponents also assign, transfer and set over to the mortgagee any rents then owing or which may thereafter become due from any occupant or occupants of said property.

This Affidavit is made for the protection and benefit of the aforesaid mortgagee, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.



C. Allen Watkins
C. Allen Watkins, a/k/a Allen Watkins

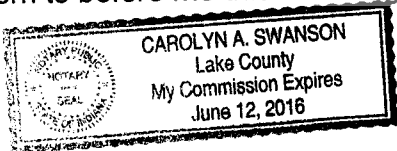
I affirm, under the penalties for perjury, that the foregoing representations are true.

C. Allen Watkins
C. Allen Watkins, a/k/a Allen Watkins

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



The foregoing instrument consisting of three (3) typewritten pages was subscribed and sworn to before me this 22nd day of July, 2009.



Carolyn A. Swanson
Printed: Carolyn A. Swanson, Notary Public

My Commission Expires: _____
County of Residence: _____

PORTFOLIO TRUST #823097

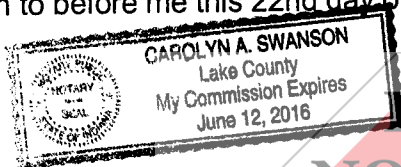
By: *Linda Prince*
Linda Prince, not personally but as Trustee, as
aforesaid Trust

I affirm, under the penalties for perjury, that the foregoing representations are true.

Linda Prince
Linda Prince, not personally, but as Trustee, as
aforesaid Trust

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

The foregoing instrument consisting of three (3) typewritten pages was subscribed and sworn to before me this 22nd day of July, 2009.



Carolyn A Swanson
Printed: Carolyn A. Swanson, Notary Public

My Commission Expires: _____
County of Residence: _____

**This Document is the property of
the Lake County Recorder!**

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.

Kevin C. Smith



This Instrument Prepared by: Kevin C. Smith, Rubino, Ruman, Crosmer, Smith, Sersic & Polen
275 Joliet Street, Suite 330, Dyer, Indiana 46311; Phone: (219) 322-8222